



# Making Waves Academy

## May Board Meeting

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### Date and Time

Thursday May 6, 2021 at 4:00 PM PDT

### Location

<https://mwacademy.zoom.us/j/82073001978?pwd=Nk1kUDFPM1ZqRklqdlpqMFFQWEFIUT09>

Passcode: 512190

Or One tap mobile :

US: +16699006833,,82073001978#,,,,\*512190# or +12532158782,,82073001978#,,,,\*512190#

Or Telephone:

Dial: 1 669 900 6833

Webinar ID: 820 7300 1978

Passcode: 512190

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[HAGA CLIC AQUÍ para acceder a la agenda en español](#)

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*Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:*

**Elizabeth Martinez at [emartinez@mwacademy.org](mailto:emartinez@mwacademy.org) or 510-227-9856.**

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

### Public Comment

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- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
  - Comment on items on the agenda
  - Comment on items not on the agenda
  - **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- **While meetings are held virtually, speakers must submit a request to speak before 9:00 AM on the day of the board meeting.**
  - **Send your request to speak by email to [emartinez@mwacademy.org](mailto:emartinez@mwacademy.org) in English or Spanish.**
  - **Your submission should:**
    - *indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
    - *include your name so that you can be called when it is your turn to speak.*
  - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

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**Please note that all agenda times are estimates.**

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## Agenda

### I. Opening Items

Opening Items

A. Call the Meeting to Order

Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.

**B. Record Attendance**

Roll call and verification of quorum.

**C. Closed Session**

- Public Employee Performance Evaluation (§ 54957) for Chief Executive Officer.
- Conference with Legal Counsel — Anticipated Litigation (Gov. Code section 54956.9(d)(2).): (one matter).

**D. Public Comment**

**II. Standing Reports**

**A. Compliance to Excellence: Remarks by Board President**

Topics to be Covered:

- Innovation
- Board Self Assessment

**B. Mission Connection: Reflections from the 18th Wave (Seniors)**

MWA senior students reflect on their year and share their post-MWA plans.

**C. Deep Dive: Student Progress During Distance Learning**

Senior Director of Academic Instruction, Caitlin Shelburne, and the Director of Academic Support Services, Micah Stilwell provide data and a summary on MWA's approach to assessing student learning during remote instruction, including identifying bright spots and addressing loss/unfinished learning.

**D. ASB Update**

- Update from the Associated Student Body (ASB).
- Board members will have the opportunity to engage in discussion with student leaders about their update

**E. Senior School Director Written Report**

**Items to be covered in report:**

- Summer School

- State Testing
- Stakeholder Engagement

**F. CEO Report**

Board members will have an opportunity to ask questions and further discuss contents of the CEO report.

Areas of Focus:

**G. Q&A on Written Chief of Staff Report (COS)**

**Topics to be Covered:**

- Intent to Return Process Follow Up
- Vaccination Policy & Data
- CCCOE Annual Site Visit Summary

**H. Q&A on Written Finance Report (CFO)**

Board members will have an opportunity to ask questions and further discuss contents of the finance update.

**I. School Site Council (SSC) Update**

Update from SSC President, Latiphony Wells.

**III. Non-Action Items**

**A. Board Fellows Update, Final Project Presentation**

Berkeley Board Fellows Project/Phase III facilitated by Board Fellows, Mathilde de la Calle and Gabe Manion.

**B. Committee and Advisory Committee Updates**

Committees and Advisory Committees will provide a summary of work-to-date and next steps for the committee.

- Committees
  - WASC Review
  - Curriculum Review
- Advisory Committees
  - Finance
  - Diversity, Equity and Inclusion
  - Audit

◦ Culture and Climate

**C.** Standing School Reopening Update

Update from the Senior School Director on phased reopening.

**D.** Graduation Planning Update

School leaders provide an update on plans for graduation 2021.

**E.** LCAP Public Hearing Announcement

Public notice of a public hearing for MWA's LCAP set to happen on May 13, 2021 during a School Site Council meeting.

**IV. Action Items**

**A.** Board Minutes: March 11, 2021 Board Meeting

**B.** Accept Minutes for Committees and Advisory Committees

**C.** Curriculum Review Advisory Committee Minutes

**D.** Diversity, Equity and Inclusion Advisory Committee Minutes

**E.** Single Plan for Student Achievement Adoption (SPSA)

Board reviews the Single Plan for Student Achievement.

**F.** Employee Handbook (2021-2022)

Board reviews the MWA Employee Handbook for 2021-2022.

**G.** Making Waves Foundation School Rental Agreement 2021-22

School lease agreement between Making Waves Academy and Making Waves Foundation, Inc.  
Fiscal Impact: \$1,753,179

**H.** Bank Signer Resolution for Wallace Wei

Bank Signer Resolution to authorize Wallace Wei as a bank signer on behalf of Making Waves Academy.

**I.** Vendor invoices (January 2021 to March 2021)

Review and approval of vendor invoices for the months of January to March 2021.

**J. Extended Learning Opportunity Grant**

Review the plans to be submitted as part of MWA's application for funds from the Extended Learning Opportunity Grant in the amount of \$768,000.

**V. Consent Action Items**

Combined Fiscal Impact: \$104,206.58

**A. BoardOnTrack Renewal**

Renewal of BoardOnTrack, our third-party board management platform.

Fiscal Impact: \$10,995

**B. 2021-22 Catastrophic Student Accident Insurance - Gallagher**

Catastrophic Student Accident Insurance for sport teams.

Fiscal Impact: \$2,522.78

**C. SchoolMint Renewal**

SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier, and faster.

Fiscal Impact: \$5,429.03

**D. OKTA Renewal**

Okta is a cloud based platform that provide single sign-on (SSO) access to cloud, and mobile applications. MWA staff sign into Okta with their Windows user name, and launch into web apps, like Kronos (HRIS System) or Gmail, without having to re-enter their credentials. Okta establishes a secure connection with a user's browser and then authenticates the user to Okta-managed apps. MWA also uses the Okta mobile device management (MDM) service that secures mobile devices and configures them to access work email, calendar, and other applications.

Fiscal Impact: \$11,269.97

**E. Altura Renewal**

Altura provides technical and hardware warranty support for our phone system.

Fiscal Impact: \$7 745

**F. Kronos Renewal**

Kronos is a cloud based HRIS service that MWA utilizes for payroll, time and attendance reporting, benefits management and other HR related functions.

Fiscal Impact: \$48,000

**G. SolarWinds Renewal**

SolarWinds Service Desk is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams. The platform provides the following functionality: 1) Consolidates, manages, and prioritizes incoming tickets and requests. 2) Service catalog standardizes service request and fulfillment processes. 3) Fully integrated IT asset management compiles hardware, software, POs, and more. 4) Service portal for users to have a single sign on.

Fiscal Impact: \$18,244.80

**H. Revised Student Acceptable Use Policy**

The MWA Student Acceptable Use Policy (AUP) governs all electronic activity of students using and accessing Making Waves Academy technology, internet, and data systems regardless of their location. The attached policy incorporates travel restrictions with regards to transporting Chromebooks.

**VI. Day-of-Slides**

**A. Berkeley Board Fellows Presentation**

**VII. Discussion Items**

**A. Appreciations by the Board of Directors**

As provided for in the State of California Open Meeting Act, actions cannot be taken under this agenda item. The only purpose of this agenda item is to provide an opportunity for Board of Directors to make comments.

**VIII. Closing Items**

**A. Schedule of Board of Directors Meetings 2020-2021**

School Events

- Middle School Promotion, Thursday, June 10th, 5:00-7:30 PM
- Upper School Graduation, Friday, June 11th, 6:00-7:30 PM

Remaining Regular Board Meeting Schedule for 2020-2021

- June 17, 2021, 10:30 AM-2:30 PM

**B. Adjourn Meeting**

# Coversheet

## Mission Connection: Reflections from the 18th Wave (Seniors)

**Section:** II. Standing Reports  
**Item:** B. Mission Connection: Reflections from the 18th Wave (Seniors)  
**Purpose:** FYI  
**Submitted by:** Jon Siapno

**BACKGROUND:**

MWA senior students reflect on their year and share their post-MWA plans.



# Coversheet

## Deep Dive: Student Progress During Distance Learning

**Section:** II. Standing Reports  
**Item:** C. Deep Dive: Student Progress During Distance Learning  
**Purpose:** Discuss  
**Submitted by:** Caitlin Shelburne  
**Related Material:** MWA Board\_Deep Dive .pdf

**RECOMMENDATION:**

We recommend the board reads the slides ahead of the meeting to engage in a live discussion about the content.

# Making Waves Academy

## *MWA Board Deep Dive*

*May 6, 2021*





## Discussion Question:

How could the conversation around learning loss be reframed to support MWA's strength based approach to teaching and learning?

**Care:** To bring diverse hearts and minds together, we need to help our students understand and act from an *ethic of care*.

**Connection:** To build positive bridges forward, we need to help our students understand and act on the desire to *authentically connect with others*.

**Culture:** To create joyous, growth-mindset futures, we need to help our students understand how to create *spaces of genuine positivity*.

**Community:** To foster truly inclusive learning communities, we need to help our students understand and act on the *value of involving all voices in the process.*”

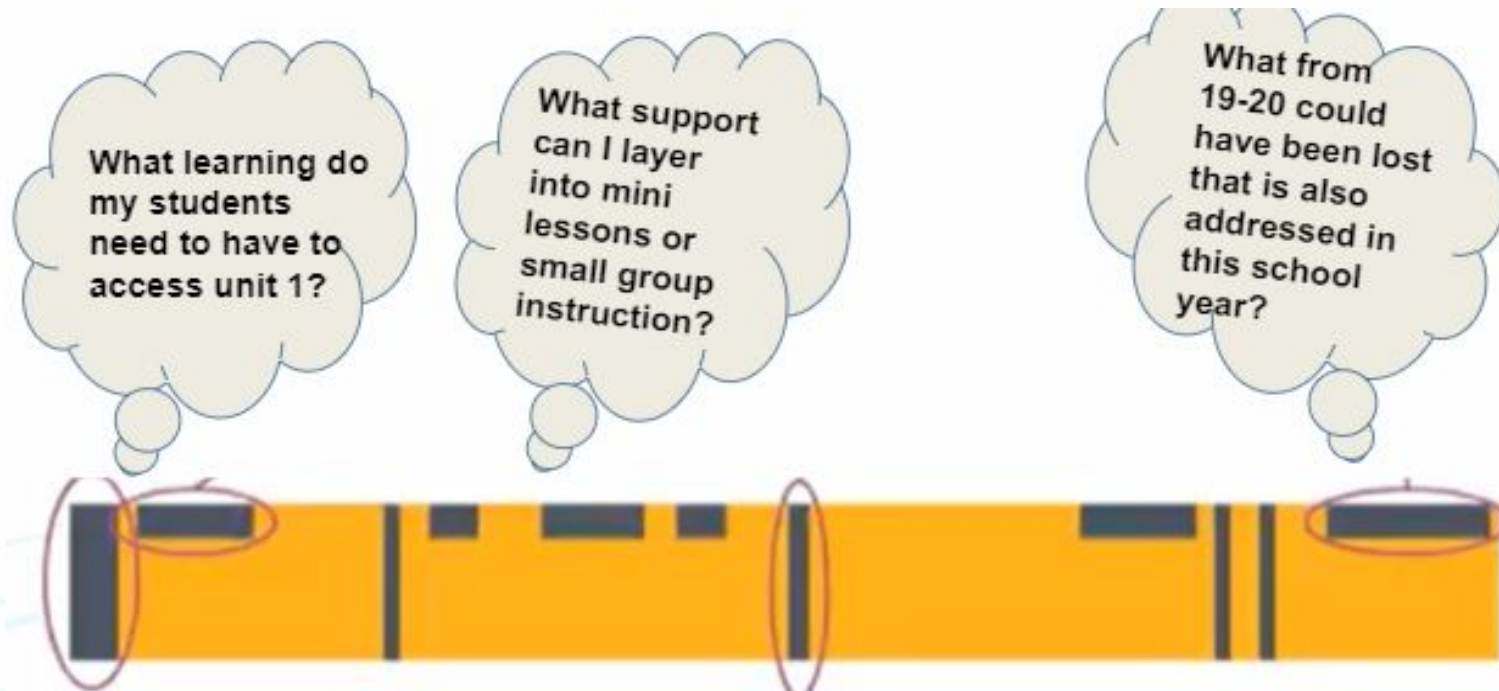


# Context and Grounding Definitions

- **Learning Loss:** Standards and skills that were taught, learned and lost due to summer vacation and the strain of remote learning.
- **Unfinished Learning:** Standards and Skills that we intentionally did not teach due to the slower pace of learning during Remote Learning last spring. (unfinished teaching)



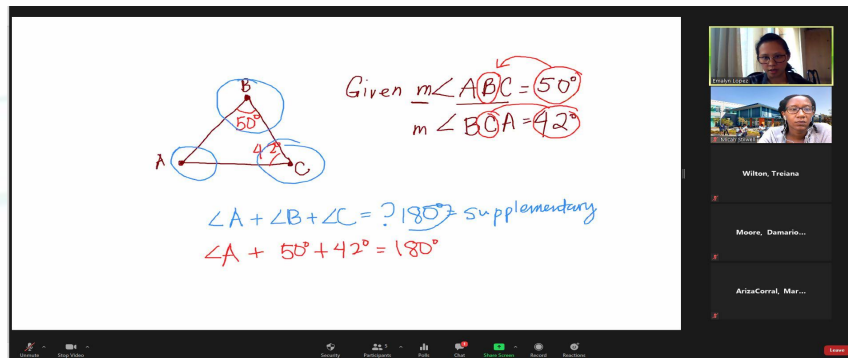
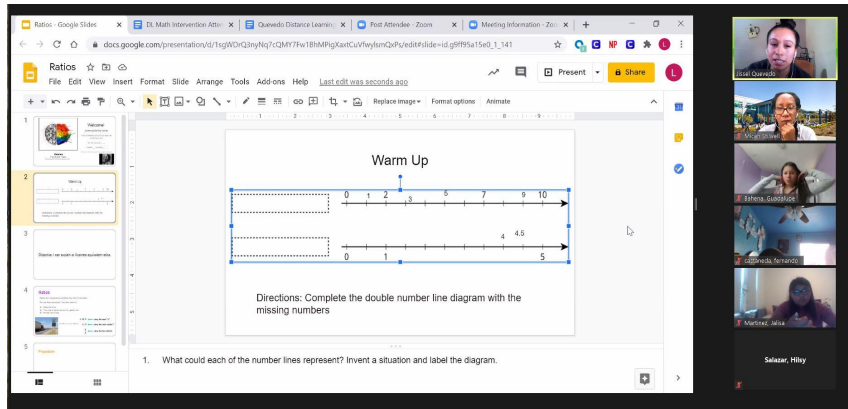
# Our Approach



If we maintain our commitment to the teaching and learning cycle and leverage professional development in support of the major work standards, **then** our students will demonstrate continuity of learning.



# Our Approach In practice



- Foreshadow content & language
- Mini re-teach lessons
- Small group teaching during asynchronous time
- Collaborative planning with exit ticket data
- Leadership coaching and development



# What we have learned

## AFFIRMED BEST PRACTICE:

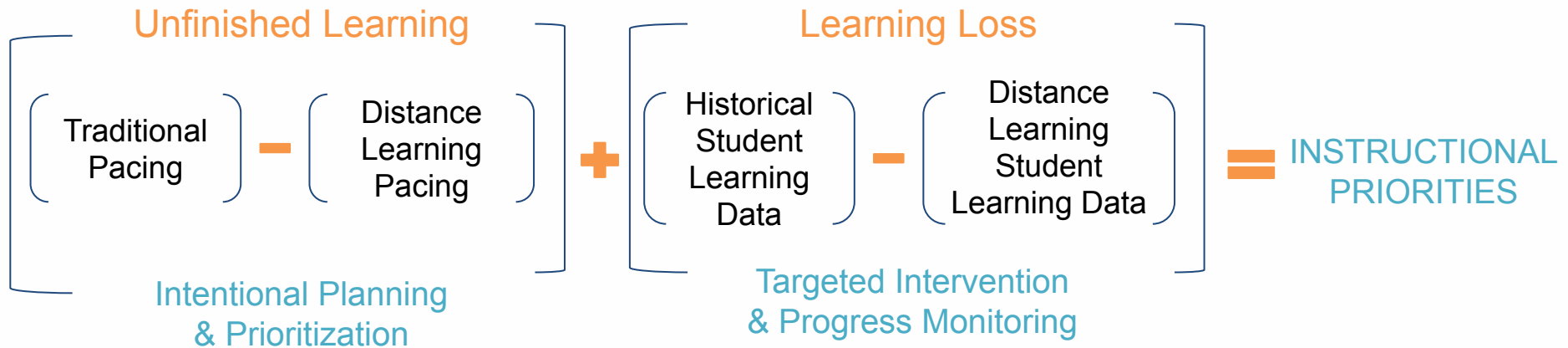
- **Students do better when they are engaged:**
  - High interest articles and assignments
  - Leveraging relationships
- **Support services are most effective when embedded into the core day:**
  - Interventionists mini lessons during asynchronous times
- **Grade level team alignment supports continuity of learning**
  - Alignment on approach to SEL needs while maintaining rigor

## NEW LEARNING:

- We defined what engagement looks like at MWA through the creation of our MWA Engagement Rubric (**Continue**)
- School-wide content specific professional development jumpstarts interventionists ability to address misconceptions and pre-requisite skills (**Continue**)
- Social insecurity associated with needing supplemental support was removed by using individual zoom sessions. (**Continue**)
- Bright spots for distance learning (**Start**)



# Our Framework to AY 2021-22







# Next Steps: Framework in Practice

- Strengthen Summer Academy with a focus on engagement:
  - Enrichment Offering, PMSC Integration, Early Exposure Curriculum
- Implement Math and ELD Acceleration Academies
  - Modeled after 2017 ELD Acceleration Academy
- Leverage learning loss specific professional development
  - ANet Coaching, RTI at Work, Standards Institute



## Discussion Question:

How could the conversation around learning loss be reframed to support MWA's strength based approach to teaching and learning?

**Care:** To bring diverse hearts and minds together, we need to help our students understand and act from an *ethic of care*.

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**Community:** To foster truly inclusive learning communities, we need to help our students understand and act on the *value of involving all voices in the process.*”

# Coversheet

## ASB Update

**Section:** II. Standing Reports  
**Item:** D. ASB Update  
**Purpose:** FYI  
**Submitted by:** Melissa Macho  
**Related Material:** ASB Board Report - May 2021.pptx

**BACKGROUND:**

Current ASB Members will present updates and allow time for the Board to engage in conversation with the Board.



# ASB Board Report - May 2021

ASB Members

May 6, 2021



*Learn. Graduate. Give Back.*

# Table of Contents

- **Successes**
- **Challenges**
- **Priorities**
- **Questions & Conversation**

# Successes

# Successes

- **Starting ASB Elections**
  - **Elections happening week of May 24th**
  - **Current ASB Member created flyer and short video clips to help recruit students to run for office**
- **Student Portal went live on Monday, April 26**
  - **MWA Community was sent an email and quick video on how to access**
- **Planning new and creative ways to engage students in community building**
  - **Hoping to launch end of the year Friday Community Building fun activities for student during some Advisory sessions**

# Challenges



# Challenges

- **Communication**
  - **Students - reminding them to check their emails with fidelity**
- **Student Engagement**
  - **Turning cameras on**
  - **Participation in extracurricular activities**

# Priorities

# Priorities

- **Expanding the Student Portal**
- **Finding new and more ways to encourage student engagement in extracurricular activities and synchronous instruction**
- **Finish the 2021-2022 ASB Elections process**
- **Launching fun and community building end of year activities for students**

# Questions & Conversation



*Learn. Graduate. Give Back.*

# Coversheet

## Senior School Director Written Report

**Section:** II. Standing Reports  
**Item:** E. Senior School Director Written Report  
**Purpose:** Discuss  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** May 2021\_School Board Report.pdf

**BACKGROUND:**

Our May Board Report explores Summer Academy, State Assessments and Parent/Guardian Stakeholder Engagement.

**RECOMMENDATION:**

I ask that the Board read the submitted report closely and share any questions and comments that may come up for you.



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# Board Report

## School-Wide

## Board Report - May 2021

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### From the Senior School Director's Desk

Dr. E. Ward-Jackson

This time last year, I was writing to the Board about our swift and successful transition from on-site learning to a virtual academy that provided distance learning, holistic support, food services, and technology access support, to our 1100 Wave-Makers, in response to the declaration that COVID-19 had become a worldwide pandemic. I reflect often about how we were able to shift to remote teaching and learning within 48 business hours, adding in holistic support such as individualized counseling and supplemental support within the first 10 days. The implementation of our continuity of teaching and learning plans, all of our support plans, and all of our engagements with faculty, staff, and parents anchoring in the three areas that we decided to optimize for as a school community, have served us well. Here we are, a year later, after having experienced a full school-year off campus, and we continue to respond to the many shifts and pivots by prioritizing and optimizing the same key areas: 1) safety, 2) rigorous instruction, and 3) social-emotional well-being.

With a glimmer of normalcy finally in view, I think about President Biden's constant refrain, "*build back better.*" This has been a very different, but also critical year of learning, and I am now focused on conversations involving how to best leverage the crisis that we have all weathered, as an opportunity to innovate, to reimagine, and to incorporate key learnings from our distance learning experience. The impacts of COVID-19 has changed education significantly; it has cast a critical light on everything from educational equity issues to educational technology issues. It has broadened the global understanding of the essential role that schools play in the experience of students and in the sustainability of families. Making Waves has not only academically supported our students from the onset of the pandemic until the present, we have also committed to addressing the food insecurity crisis in our community, and have done so by providing daily meals to our families (and to the greater community), totaling over 90,000 meals served to date this school year.

My core objective as a School Leader is to protect the atmosphere of rigor, relevance, results, and relationships by leading with my head, heart, and hand, all in an effort to provide every student with the opportunity to engage the best educational experience possible. We know that the experience of on-site learning and in-person engagement is irreplaceable, and that has been underlined during this season of distance learning, but we have learned that we are able to cultivate meaningful experiences, learning opportunities, and relationships while distant. We know that academic learning loss is a global concern, and like institutions of education across the nation, we are collaborating and planning for how to best address supporting our students as things begin to normalize. Making Waves Academy is taking a strong position when it comes to this topic. First, we are committed to viewing recovery from the pandemic and response to the residual impacts of the pandemic from a growth mindset lens. We anchor in the belief that this, 2020-21 school year was not a "lost year." Lots of learning and growth happened. We are just as committed to filling the gaps as we are to moving some of our valuable key learnings forward. All-in-all we want our Wave-Makers to know that we are supporting them as they reacclimate to on-site learning and that we committed to meeting them where they are.

We are a resilient community, but we are not indefatigable. This Summer we are looking to bring back the energy, the joy, the enrichment, and the togetherness that fuels the fire of curiosity, engagement, and the pride of being a Wave-Maker, which is a core element of our students' social experience and identity. In the following pages you will learn more about what Summer Academy will look like this year. You will also have an opportunity to understand more about our approach to state assessments, and how we have engaged our families during this school year.

## Board Report - May 2021

### Summer School

Micah Stilwell, Director of Academic Support Services

Jonathan Hemelberg, Coordinator, Extended Day & Enrichment Programs

#### Introduction

As schools across the state plan to mitigate the impacts of “unfinished learning” and “learning loss”, particularly for our most critical learners, the MWA is well positioned to intentionally prioritize and expand the academic interventions provided to students through our current Academic Intervention Services (AIS) program and the additional supports made available by utilizing the Expanded Learning Opportunities (ELO) Grant.

By design, the newly formed Department of Academic Support Services was created to serve as a hub for supplemental, targeted, and intensive academic support and services, working in concert with teachers, the holistic team, and families to ensure each Wave-Maker receives the services required to progress toward content mastery. Beginning this summer, the MWA is ready to **extend instructional learning time** through Summer Academy and Special Education (SPED) , **Accelerating progress to close learning gaps** by providing students with targeted interventions and early exposure based on the major work standards for math and English, our credit recovery program provide direct **supports for credit deficient pupils**, and we will continue to provide ongoing coaching and **training for school staff**.

The organizational alignment of our academy-wide Response to Intervention and Instruction (RtI2) provides the ideal structure to continue utilizing and expanding our assets-based approach to *proactively* anticipate, differentiate, and address the unfinished learning and learning loss many of our Wave-Makers have experienced this year.

#### What?

The theme for the summer program is ***Resilience: How do you find the strength to overcome obstacles that seem insurmountable?*** All stakeholders are encouraged to ask themselves how they have coped with and overcome the myriad of challenges we have been faced with this year. In partnership with Fruge Psychological Associates (FPA), we will utilize Preparing the Mind for Success and Competition (PMSC) training and materials to help students identify, discuss, and practice strategies related to: coping, life dream motivations, decision making, and relationships. Instructors will create a summer program that interweaves the core tenants of PMSC with core content through real world learning tasks. It is our goal that our programming provides a safe, stable, and supportive environment for students to practice and expand their social-emotional Learning (SEL) and academic skill sets.

Our summer offerings will occur both remotely and on-site. We look forward to piloting MWA’s hybrid model with our rising 5th-7th graders, offering a dynamic enrichment opportunity for our rising 8th-9th graders, and prioritizing credit recovery for our rising 10th-12th grade students. **Below, please find the focus area and brief summary for our complete summer program.**



#### 5th Grade Summer Splash

**Focus Area:** Establish Community Norms and Relationships

- Welcome our newest Wave-Makers to MWA
- Familiarize students and families with MWA culture and norms
- Introduce students and families to MWA technology platforms and guidelines
- Practice on-site and virtual routines, expectations, and procedures (REPs)
- Build relationships and community amongst the **26th Wave!**



## Board Report - May 2021



### Rising 6th and 7th Summer Academy

#### Focus Area: Intervention and Early Exposure

- Solidify critical AY20/21 learnings in math and English
- Provide students with early exposure to key concepts in math and English
- Increase student engagement through inquiry-based learning task and enrichment
- Practice on-site and virtual routines, expectations, and procedures (REPs)
- Deepen relationships and build community



### Rising 8th and 9th Independent Study

#### Focus Area: Enrichment and Student Engagement

- Increase student engagement through inquiry-based learning task and enrichment
- Provide Wave-Makers with choice and autonomy during critical juncture as learners
- Pilot partnership with Curious Cardinals



### Upper School Summer Academy

#### Focus Area: Core Content Credit Recovery & Enrichment

- Provide opportunity for credit recovery in alignment with individual credit recovery plans
- Utilize real-time case management, daily progress monitoring and family communication
- Offer daily content specific workshops and office hours
- Provide individual and small group Academic Intervention Services and Support
- Pilot partnership with Curious Cardinals



### Special Education **Extended School Year** (Middle School)

#### Focus Area: Individual Education Plan (IEP) Support

- Solidify critical learnings based on IEP goals
- Mitigate learning loss due to extended summer break
- Practice on-site and virtual routines, expectations, and procedures (REPs)
- Deepen relationships and build community

### So What?

**The inaugural launch of our academy-wide Summer Academy, serves as a critical next step in actualizing student support.** Summer coursework will seek to address learning loss with a focus on highly interactive group based activities. Based on our key learnings from last summer, this approach will not only entice students to attend but will aid in the retention of material and support student social-emotional wellness over the summer.

In an effort to expand access and increase participation across the academy, we are prioritizing early outreach, leveraging existing relationships, and streamlining the application, orientation, and communication process for both students and families by implementing the following:

- **Summer Academy Website** serves as a “One Stop Shop” for all Summer Academy updates and information
- **Standard application and enrollment process**, simplifying the process for families with multiple Wave-Makers
- **Scheduled family communication and progress monitoring** based on program enrollment, milestone completion, and student daily attendance
- **Designated Family Office Hours** to increase two-way communication and feedback

## Board Report - May 2021

Summer Academy is open to all Wave-Makers; however, **priority enrollment (including on-site participation) will be given to our most critical learners:** English Language Learners, Black/African American students, students requiring Special Education services, and students designated to receive Tier 3 intervention in math and/or English.

- **Enrollment:** Our hybrid program will include one on-site cohort (14 students) per grade level and additional remote cohorts (28 students) based on student interest and program staffing (cohort model subject to change based on conditions and regulations)
- **Staffing:** MWA teachers-leaders, teachers, interventionists, and DREAM team members
- **Daily Schedule:** Please find a sample Summer Academy schedule below

Summer Academy: Monday-Thursday		
Time	Period	Minutes
9:30-10:00	Attendance & Community Building	30 min
10:00-11:15	Math	75 min
11:15-11:30	Recess and Snack	15 min
11:30-12:45	ELA	75 min
12:45-1:00	Dismissal and Grab and Go Lunch	15 min

The proposed Summer Academy schedule includes key learnings from last year, including but not limited to:

- Identified peak time frames for remote **student engagement** (10am-1pm)
- **Optimize instructional blocks** for high quality instruction and minimize zoom fatigue
- Maximize cohort team **collaboration** (tech support, content planning, progress monitoring, and family communication)

### Now What?

In partnership with a variety of stakeholders, we have collectively identified the vision, direction, and goals for Summer Academy. Moving forward, we will continue to deepen our coordination across divisions and departments to ensure the appropriate major work standards are taught, our PMSC programming seamlessly aligns with next year's advisory curriculum, teachers and leaders are confident in messaging the program's purpose and focus areas, and students and families have the information required to make an informed decision regarding enrollment.

## Board Report - May 2021

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### State Testing

Caitlin Shelburne, Senior Director of Academic Instruction

Kara Alhadeff, Director of Data and Assessment

#### Introduction and State Context:

We are in the midst of administering state testing and are so proud of our community for coming together to implement a new way of assessing learning! MWA is up for renewal in the coming year and this data will be integral in supporting the strengths of our program. Considering the impact of remote learning, the US Department of Education has waived federal penalties for student testing participation rates of less than 95 percent and has decoupled state assessments from federal accountability requirements. This means that our CA Dashboard will not be impacted by students who are not able to assess. More importantly, this data will inform educators, parents, and school leaders on student learning and instructional priorities for the 2021-22 academic year. In this report, we will dive into our planning process, share how our first day of testing went, and highlight our cross-team collaboration.

#### What: Our Assessment Planning Process

As School California Assessment Coordinators and co-facilitators of the Assessment Workgroup Team, we were excited to set the table for streamlined project planning and cross-team collaboration. The team responsible for the efficacy of State Testing is comprised of our Director of Operations, Directors of Academic Instruction, Director of Academic Support Services, Director of Applied Technology, Director of Special Education, Director of Holistic Support Services, Senior Dean of Students, Director of Informational Technology, the Registrar and English Language Development Coordinator. Each stakeholder on this team has ownership of specific goals connected to testing, therefore, the success of the team relies on the communication, accountability and teamwork of each individual. We researched best practices, connected with the county, and implemented a tight feedback loop from our teachers to continually improve the testing process. All plans, training and systems were captured on our State Testing Hub Website that is used as a central location for information.

Our approach to testing values sustainability for students and teachers.

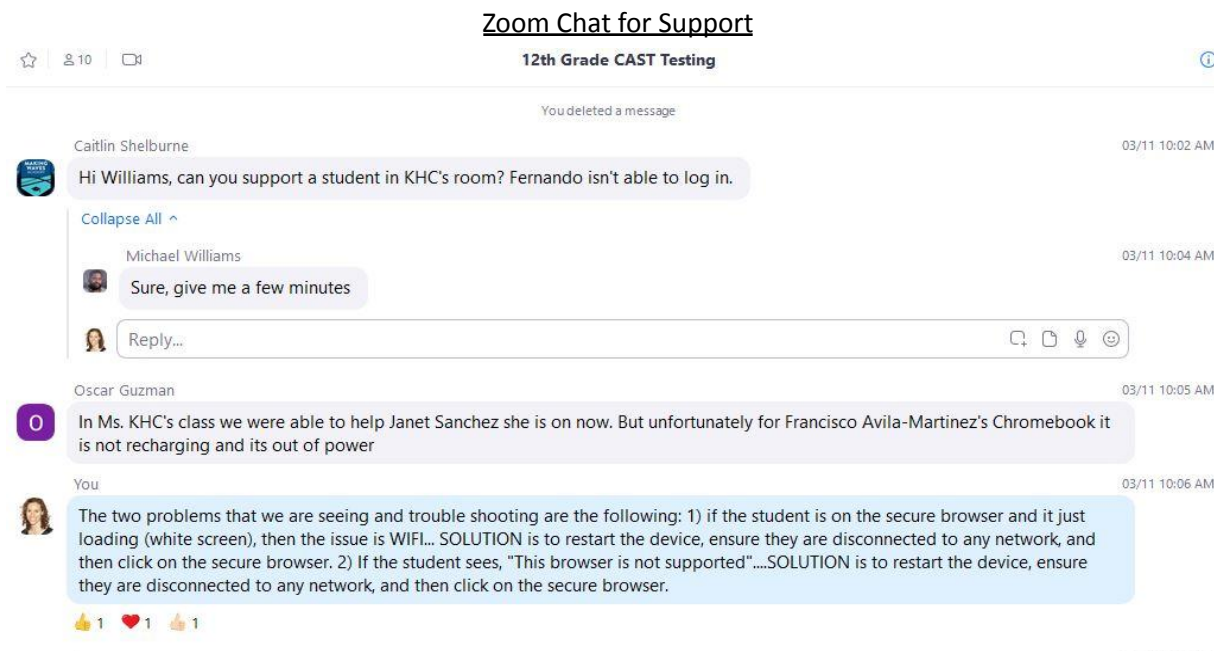
- **Mindset:** We are all learning and experiencing a new way of testing together. We will encounter challenges along the way, and we are here to support each other through this unfamiliar experience. We value the input from teachers and leaders to make our systems stronger.
- **Support:** We have leveraged all of our stakeholders to create testing teams that provide immediate support for test administrators, including student outreach and troubleshooting. We believe that immediate support creates a team environment and lowers testing anxiety.
- **Schedule:** Upon completion of testing, both students and test administrators have a light afternoon of asynchronous learning. This acknowledges the intensity of remote state testing for all involved and prioritizes self care.

#### So What: State Testing Plans in Action

Using CAST (California Science Test) as a pilot, we had school leaders and select teachers administer the first remote tests. The first day of testing was tough. We experienced technology issues that we hadn't anticipated, resulting in a highly stressful environment for students, teachers and administrators. That day, we brought our inaugural group of test administrators together to discuss strengths and challenges and revamp our communication and support system. The next day, we implemented immediate chat channels, streamlined our testing support teams and IT increased their

## Board Report - May 2021

on-campus chromebook support hours. As a result of this authentic collaboration, we found a model that yielded high results. By Friday, we had 85% percent of our 12th graders tested. The following week, our makeup testing team brought us to our 95% goal for completion.



So far, we have gathered the following metrics:

- We have reached **95%** completion for CAST Testing in grades 5, 8 and 12!
- We have reached **89%** completion for 11th Grade ELA SBAC!
- We have reached **86%** completion for 11th grade Math SBAC!
- We have reached **87%** completion for all 4 domains of ELPAC! (1,252 tests completed)
- We have trained **100%** of Test Administrators!
- The Holistic Support Services Team has made an average of **25 calls** per testing day!
- We celebrate **100%** Test Administrator attendance during testing days!

**Now What: Teamwork and Future Assessments**

While it is challenging to implement remote state testing, we believe that this experience has strengthened our cross-team collaboration, truly embodying an All-Hands-On-Deck approach. Our academic, holistic, registrar, operations, and IT teams have embraced their roles to unite towards our goal of testing 95% of students in each testing grade level. In addition to our school leaders, our teachers and parents have been vital contributors to messaging the importance of testing to our students and ushering the students to their testing zooms. Lastly, we will use the data from these important assessments to reflect on our implementation of remote learning. We look forward to celebrating our students, teachers and leaders for their resiliency and commitment to learning this year. By navigating this new and challenging testing environment, our community is well situated to carry out both remote and/or in-person testing in the future.

## Board Report - May 2021

### Stakeholder Engagement

Raynell Crews-Gamez, Director of School Culture & Parent Engagement

#### What?

Family stakeholder engagement has historically been a pride point for Making Waves Academy, as our parents have been strongly involved at multiple levels. Family engagement with the School Site Council has been and continues to be strong. As part of the function of the School Site Council, members reviewed and gave input on the School Plan for Student Achievement (SPSA), and uniquely this year, participated in giving feedback on the Expanded Learning Opportunities (ELO) Grant. Workshops have included an overview to the process, and two opportunities for input and discussion between February and April.

#### Description of Communication

**1. SchoolMint**

A platform by which parents sign-up for notifications from the school and receive them as a text message or email, based on preference. Messages go out bi-weekly, or as needed and are translated in English and Spanish.

**2. Automated Telephone Message (ATM)**

Families receive bi-weekly, and as needed recorded voice messages that are translated in English and Spanish.

**3. Making Waves Academy Website-Parent Portal**

The website is accessible to all families and is translated into English and Spanish.

**4. Parent Meetings**

Parent Meetings are held six to eight times per year, in addition to English Language Advisory Committee(ELAC) meetings, School Site Council, morning Coffee Talks, evening Chat and Chew meetings, Black/African-American Student Achievement Initiative meetings and regularly scheduled family conferences which occur once per semester. These meetings are translated simultaneously into Spanish.

Meeting Name	Purpose	Frequency	Audience
<b>Parent Meeting</b>	To engage all parents with important updates, serve as a vehicle for parent/guardian education and provide a platform for School Site Council and Advisory Committee updates	Monthly (typically first or second Saturday of the month)	All Parents/Guardians and families
<b>Coffee Talk</b>	A smaller, more targeted space to discuss specific topics such as B/AASAI, Parent Portal Access, PMSC and School Culture	Monthly (typically last Tuesday of the month)	Smaller groups of parents/guardians interested in learning more about a specific topic
<b>Chat &amp; Chew</b>	Same as Coffee Talk, but aimed at parents/guardians who may work during the day.	Monthly (typically last Tuesday of the month)	Smaller groups of parents/guardians interested in learning more about a specific topic

## Board Report - May 2021

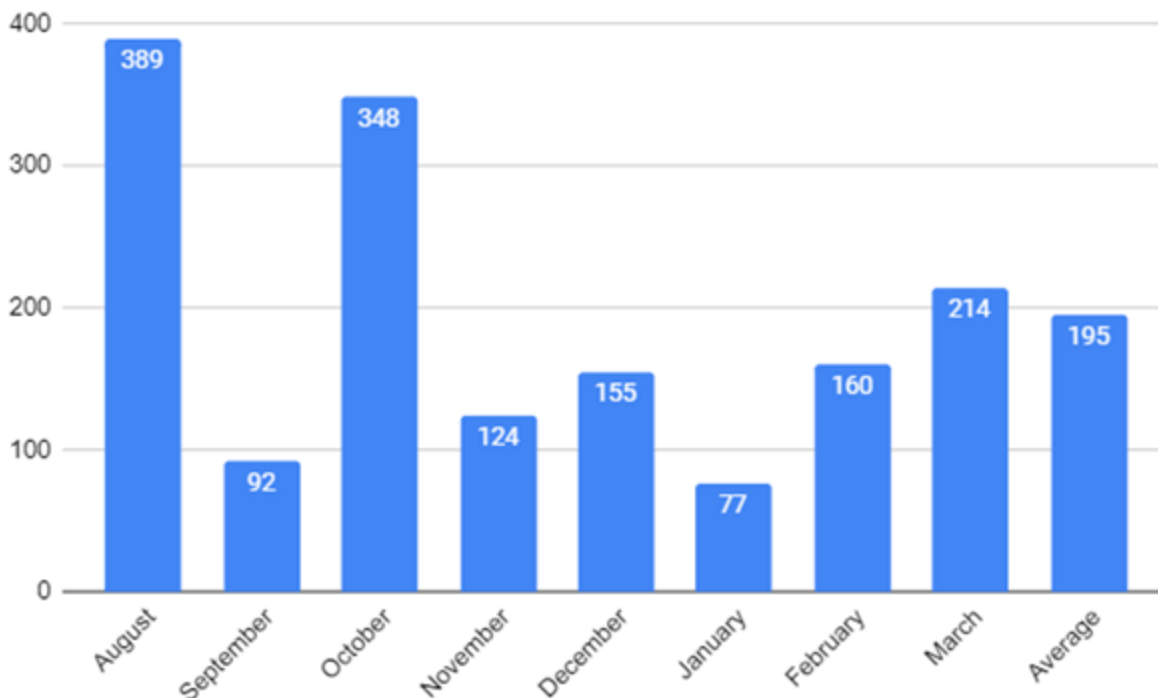
<b><i>School Site Council</i></b>	A council made up of school parents/guardians, staff, students, teachers, leaders and community members to provide feedback and oversight on use of categorical funds as well as recommendations to the Board..	Monthly (typically first or second Thursday of the month)	MWA community
<b><i>English Language Advisory Committee</i></b>	Programmatic Compliance space to provide Parents/Guardians space to give feedback on supports for English Language Learners	Monthly (typically the first Tuesday of the month)	MWA Families interested in supports for English Language Learners
<b><i>Black/African American Student Achievement Parent Advisory</i></b>	To provide Parents/Guardians space to give feedback on supports for students who identify as Black/ African-American	To be Determined	Families of students who identify as Black/African-American
<b><i>Advisor-Family Conferences</i></b>	To provide families an opportunity to discuss individual student progress with their advisors	Once per Semester	All MWA Families
<b><i>Parent Council</i></b>	To provide time for Parent/Guardian leaders to engage in dialogue with Board Members and school leadership to understand how governance at the local and state levels affect decisions and strategic planning at Making Waves Academy.	3-5 times per year, following Board Meetings	Parent/Guardian Leaders

**Parent Opportunities for Engagement**

All staff partner with families to ensure that students’ holistic, academic and social-emotional needs are met. During a typical year, Parents/Guardians and families are encouraged to actively and meaningfully participate in their children's academic and social-emotional learning by volunteering for 20 hours each academic year by attending monthly parent meetings, visiting the parent/guardian engagement center, and participating in school compliance related bodies such as ELAC and SSC. While we have waived that expectation for this academic year, monthly family meetings for the entire community are regularly attended by approximately a quarter of our families, representing approximately 45% of our students due to siblings . Additionally, families participate in monthly Coffee Talks and Chat & Chew workshops which offer support in the areas of parents’ interest, including how to log-on to our platform to access their students’ grades, how to interpret and understand Smarter Balanced Assessment Scores and how to deal with stress in the home.

## Board Report - May 2021

Attendance at Monthly Parent/Guardian Meetings August 2020-March 2021



### Parent Leadership

Each Wave (grade level) has a parent/guardian representative, serving as liaisons for sharing information between families and staff, culture carriers who strengthen school traditions, as well as peer leaders for other parents/guardians. Parents/Guardians hold elected positions in the School Site Council, English Language Advisory Committee, the Black/African-American Parent Advisory Committee, and on the Making Waves Academy Board. Additionally, parents participate in our WASC accreditation processes.

### Support for Critical Learners

Deans coordinate student/family services and address the social-emotional needs of students with teachers, on-site clinicians and school social workers, reaching out to support students receiving Special Education services, English Language Learners, foster children, and Black/African American students. Additionally, there is a Black/African American Student Achievement Initiative for families which holds a series of events and workshops aimed at improving the educational attainment levels of our Black/African American scholars. This continues to be an area of focus for MWA, as we have identified that family participation for Black/African American students must improve in order for students in this category to increase their sense of belonging and academic performance levels, as measured through culture and climate surveys, GPAs and Smarter Balanced Assessment results.

### **So What?**

General family engagement is strong, yet varied, as reflected in the attendance levels at monthly parent meetings. Participation in smaller, more targeted spaces, such as School Site Council, is much more consistent. As a result of family stakeholder input, we have included feedback into our plans and will continue to strengthen communication to family

## Board Report - May 2021

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stakeholders in multiple ways, including via the website, through emails, texts, phone calls and mailings. Families respond best to multiple methods of outreach, and appreciate a personal touch. With respect to family engagement, we will continue to offer opportunities for meaningful connections through the Parent/Guardian Council to support families in understanding governance, decision-making and how MWA is responding to students' needs, building capacity through Parent Meeting workshops of Social-Emotional wellbeing, and in programmatic compliance related topics, such as the upcoming LCAP Stakeholder Feedback.

### **Now What?**

We will continue to pursue opportunities to engage families in meaningful opportunities to provide input, share feedback and to collaborate in support of all learners. We will continue our partnership with Seeds of Awareness, whose workshops on communication, stress management, and conflict resolution have been very well received. The Black/African American Parent Advisory Committee will fully launch in the upcoming school year under the leadership of 23rd Wave parent, Ms. Iris Bradford. The upcoming LCAP stakeholder feedback event, that will take place on May 13, 2021 from 6:30pm-8:00pm, will replicate a successful model used for the SPSA, in which National Honor Society students record the feedback of families, community members and staff on a digital note tracker, during a zoom meeting, while also providing input on the LCAP themselves. In these ways, we will continue to engage family stakeholders.



# Coversheet

## CEO Report

**Section:** II. Standing Reports  
**Item:** F. CEO Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** CEO Report\_MWA Board Report\_MAY 2021.pdf



# MWA Board Report

*May 2021*

## MWA Chief Executive Officer Report

Alton B. Nelson, Jr.

### WHAT

What a difference a couple of months make! Since the March meeting, more **indicators of “normalcy”** have emerged such as: 1) vaccinations have been made available to more subgroups of people (including teenagers!), 2) MWA interscholastic athletics has resumed, and 3) faculty have been allowed to return campus in Phase 1C. In terms of county indicators, infection rates are trending downwards in Contra Costa County as a whole (Orange), while local indicators for Richmond and the surrounding area is still significant (Red). The good news is that 90% or so of the MWA staff are in some phase of becoming fully vaccinated. These changes are allowing us to get excited about a pathway back to on-site learning.

There are other **factors to consider in a return to on-site learning**. Recent shifts in Center for Disease Control (CDC) guidance allow fully vaccinated people to do activities outside without wearing face masks. The County Office of Education reached out to learn how many students we have between 12-18 years old. This is in anticipation that vaccinations will be made available to this age group. This age spread corresponds to about 70% or so of our current students. For next year, this could mean some 6<sup>th</sup> graders and the rest of the 7<sup>th</sup>-12<sup>th</sup> graders would be eligible for vaccinations. Given the less restrictive nature of indoor mitigations for people who are vaccinated and wearing masks means that we ***might*** expect that we could accommodate larger cohorts of students in classrooms. I think there will likely be additional shifts and new understandings as we move into the summer that will inform what fall of 2021 could look like. With staff and students vaccinated, it provides more options and assurances for those of us along a continuum of having concerns about safety. Again, we are anchoring in being able to return to campus in the fall for on-site learning, and we will continue to follow our phased in approach.

One of my key learnings this year is sometimes it's better to get out DRAFT versions of information out sooner than more FINAL version of information out later. In the past month or so, we have optimized for getting critical information out to staff sooner, providing opportunities to engage, and inviting feedback and concerns to be shared. Sometimes the feedback helps us address items we had not thought of or anticipated, while other times it has been useful in considering additional communication channels we should be utilizing. I have really appreciate this learning and feedback this year as it has allowed for a greater sense of shared ownership, a sense of being more appropriately responsive, and gaining more clarity on the specific topic being addressed. In all, my lines of sight on issues and topics has been expanded.

### SO WHAT

- ***Diversity, Equity, & Inclusion.*** With the increase in violence against members of the Asian and Pacific Islander community, Patrick (the CEO for Making Waves Foundation) send out joint letters of support to our respective teams acknowledging the violence and trauma, stating our ally-ship, and offering support.



## MWA Board Report

- **Student Well-Being.** As I scan daily attendance, I am seeing relatively steady levels of both participation and engagement as well as non-engagement. While the overall level of participation of students attending at least one of their classes daily is pretty high, the number of students absent during one period (by division) can be pretty high (25% or more). These levels do not corroborate with our normal attendance for every class. It is a mix of several factors that could include internet connectivity, engagement and motivation, or other factors. For this reason, we look forward to a return to on-site learning. That being said, our participation in annual state testing has been very high so far, meeting and exceeding 95%!
- **Staff Well-Being.** Staff continues to receive *Seeds of Awareness* training on strategies that promote healthy practices and mitigate effects of stress. We have also been intentional in providing spaces to process the various societal challenges. Support has looked like offering group sessions with a trusted service provider (CircleUp) and offering critical incident debriefs with Fruge Psychological Associates. In the wake of the recent Chauvin verdict (related to the death of George Floyd) and the death of a Latinx man in nearby Alameda in an encounter with police officers, these services and support have been very helpful. I have been encouraged that a number of our staff have shared appreciation for both the messages and the opportunity for support. I personally participated in one of the group sessions focused on processing the Chauvin verdict. It was helpful to be able express my thoughts and feelings with colleagues in a safe and supported space.

### NOW WHAT

We are busy preparing to wrap up the 2020-21 school year, get prepared for summer programming, and prepare for the 2021-22 school year. Part of the 2021-21 close out of activities is identifying ways to honor our 8<sup>th</sup> and 12<sup>th</sup> graders, our students overall, and our staff for the great job they have done all year to maintain some degree of “normalcy” through their consistency, their care for the students, and their flexibility.

### Goals & Updates for 2020-21

#### Goal #1

Discuss, develop, and agree on definitions, goals, and metrics in a set of cascading MOCHAs (a delegation framework – Managers, Owners, Contributors, Helpers, and Approver) in the areas of:

- *a school-wide instructional philosophy*
- *innovation in teaching and learning practices*
- *social emotional development practices*
- *insights into the experiences of our Black stakeholders at MWA* (students, parents, staff, & alumni)

### COMPLETED

#### Goal #2

Co-lead the strategic plan Program Committee Team (PCT), with Patrick, to meet Year 1 milestones and goals of the new strategic plan. Examples include expanding *college access* education in earlier grades at MWA (e.g. as early as 5<sup>th</sup> grade and with targeted programming for parents and students) and identifying unique instructional practices and innovations to be able to share with others.

#### Goal #2 Updates

The Opt-in process has gone relatively smoothly so far. The larger leadership team comprised of MWA and CAP leadership have a retreat planned for May 7<sup>th</sup> to dive deeper and better align around shared beliefs and approach as well as engage in some consultancies related to CAP and MWA college and career counseling.

# Coversheet

## Q&A on Written Chief of Staff Report (COS)

**Section:** II. Standing Reports  
**Item:** G. Q&A on Written Chief of Staff Report (COS)  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** May 2021\_COS Board Report.pdf



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# Board Report

Chief of Staff

## May 2021

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### Elizabeth Martinez

Chief of Staff

The end of the school year is upon us and we are in the throws of closing out strong while preparing for a successful launch of a new year. For this report, I will provide you a brief summary of the results from our charter authorizer annual oversight visit, and update on staff vacancies and current recruitment status, as well as our vaccination policy and current vaccination rates for employees.

#### **Contra Costa County Office of Education (CCCOE): Annual Oversight Visit**

On March 26th, 2021 we hosted representatives from our authorizer, CCCOE, for an annual oversight visit. The visit encompasses a full review of key policies, processes, and our facilities; its overarching goal is to assess our school's ability to educate students safely and effectively. Our facilities are evaluated using the [state's Facilities Inspection Tool \(FIT\)](#). **The representative's final report found that our facilities are in compliance with all requirements and we earned a FIT score of 100% and 98% for the middle school and upper school buildings respectively.** **The evaluation of our curriculum, teaching practices, and parent engagement was very positive and found no areas of concern or non-compliance.** Lastly, **the evaluation of our governance practices and our school policies found no areas of concern or non-compliance.** On an anecdotal note, the representative shared that the commitment expressed by our teachers, leaders, and parents was infectious and inspiring. She wanted to make sure our staff knew that MWA was a special place and that she was grateful to learn about MWA and public charter schools in general.

#### **Update on Confirmed Voluntary Departures**

In an earlier board report (March 2021) I shared results from our Intent to Return process and our anticipated vacancies for 2021-2022. As we head into the final leg of the school year, we have a clearer view of staff transitions. **Below you will find a list of the confirmed positions being voluntarily vacated for next year and the current recruitment status.**

- Senior Director of Academic Instruction - **finalist candidates identified**
- Director of Academic Instruction Math/Science - **finalist candidates identified**
- Director of Academic Instruction for Humanities - **finalist candidates identified**
- Associate Director of College and Career Counseling - **filled**
- Middle School Social Worker - **finalist candidates identified**
- Director of Data and Assessment - **recruitment is active**
- Special Education Resource Teachers (2) - **1 of 2 filled**
- Upper School Social Science Teacher - **filled**
- Middle School Science Teachers (2) - **1 of 2 filled**
- Middle School Art Teacher - **recruitment is active**
- Middle School Math Teacher - **finalist candidates identified**
- Assistant Substitute Coordinator - **recruitment is active**

**We have been fortunate to have these folks serve MWA and we are thankful for their service, we wish them nothing but the best in their next endeavors.** As you can see from the recruitment status by position, our Talent Team has been busy working to fill the vacancies and this was in part due to the advance notice we received from the majority of these folks, for that we are thankful. These vacancies were communicated directly to our staff in a written update and we invited all staff to attend a live session to share their questions about the plans for addressing the vacancies in the upcoming school year. MWA families will receive communication about these transitions prior to the May 6th, board meeting.

## May 2021

With this confirmed list of departures, **our estimated staff retention rate is 90% but we will confirm this number and compare it to national averages after the close of the school year.** Although our retention rate is great, we still hope to learn more about these folks' decision to transition during their Exit Interviews; I will report back with those learnings during the first board meeting of the 2021-2022 school year. Finally, you will find a quick comparison of reasons for not returning that have been communicated to us so far.

**Comparison of Reasons for Not-Returning (year-to-year),  
data collected March 2021**

2020-21	2021-22
<ul style="list-style-type: none"> <li>● Relocating</li> <li>● Graduate School</li> <li>● Career Change</li> <li>● Impact of reorganization</li> <li>● Career Change</li> <li>● Sustainability</li> </ul>	<ul style="list-style-type: none"> <li>● Relocating</li> <li>● Graduate School</li> <li>● Personal Safety due to COVID</li> <li>● Sustainability</li> </ul>

### **Vaccination Policy & Data on Employee Vaccination Rates**

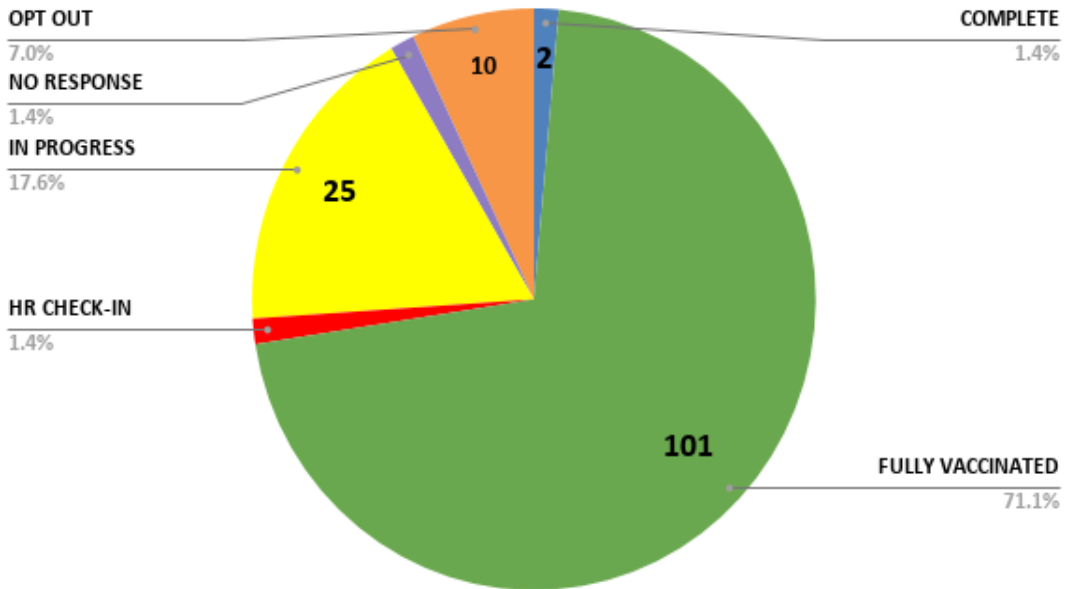
Presently, vaccination against COVID-19 is highly encouraged but not required. And yet, ***I am very happy to report that 128/141 employees are either partially or fully vaccinated against COVID-19 at this time*** (see chart below). Our efforts during this stage have been centered around dissemination of information and education on the benefits of vaccination. ***Out of the 13 employees who are not currently vaccinated 2 are not returning next year, 3 are teachers, and the remaining 8 are non-instructional staff.***

To facilitate a safe return back to in-person instruction, MWA will implement a vaccination policy, with the support of the board, in alignment with current federal, state, and local law and public health guidance. The policy will be included in our Employee Handbook. ***Once the policy is passed and in-person work is required, all employees must comply with the vaccination requirement unless they qualify for an exemption due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law.*** If employees qualify for an exemption we would assess if their exemption can be accommodated without creating a direct threat to health and safety at MWA, or if the accommodation will cause an undue hardship that is disruptive, substantial, or fundamentally altering to the nature of the School's operations. The Director of Human Resources is currently working on scenarios that outline the different pathways for those who elect not to comply with the requirement without a qualifying exemption and the accommodations for those who have a qualifying exemption on file with the school.

We are hopeful that the vast majority of our staff will be completely vaccinated prior to the start of the upcoming school year. Human Resources will continue to focus on providing opportunities for discussion and education for our employees to make sure they have as much information in front of them as possible with regards to vaccinations. At the same time, we are beginning to receive information on vaccination availability and requirements for students to 12 years of age and older giving us hope for a stronger sense of normalcy as we begin the next school year.

## May 2021

### COVID-19 Employee Vaccine Status Weekly Dashboard



#### Definitions

- **No Response:** HR has not received a response from employee regarding their vaccination status.
- **HR Check In:** Employee has requested a check in with HR to discuss their vaccination status.
- **Opt Out:** Employee has opted out of getting the vaccine while it is encouraged.
- **In Progress:** Employee is partially vaccinated.
- **Complete:** Employee received required doses.
- **Fully Vaccinated:** Employee received all required doses over 2 weeks ago.



# Coversheet

## Q&A on Written Finance Report (CFO)

**Section:** II. Standing Reports  
**Item:** H. Q&A on Written Finance Report (CFO)  
**Purpose:**  
**Submitted by:**  
**Related Material:** MWA March Financials-04.20.21.pdf



## Making Waves Academy March 2021 Financial Report

Dear MWA Board Members,

On March 31, 2021, Making Waves Academy closed its books with \$4.61M in cash. Operations for MWA - "School" and MWA Central Office have been under budget for the month. MWA - "School" spent about \$1.6M, and MWA Central Office spent about \$292K in March 2021. Compared to year-to-date March of last fiscal year, overall spending was \$1.57M, or 8% less due to the school closure and the reduction of personnel for right-sizing in FY20.

### Year-to-Date

- The budget used for our basis of comparison is the board-approved 2<sup>nd</sup> interim budget.
- MWA - "School" finished \$1.13M, or 7% under budget, and MWA Central Office finished \$137K, or 5% under budget.
- Government Revenues only – We received \$8.6M year to date compared to \$7.13M for the same period last year, representing an increase of 21%. The increased revenue is mainly from the Elementary and Secondary School Emergency Relief (ESSER) and Learning Loss Mitigation (LLM) Funds we received as a result of the federal CARES Act. A small portion of the revenue increase is from the State Special Education revenue by joining the El Dorado Charter SELPA.
- Our unfilled Full-time Equivalent (FTE) count remained unchanged at 13.5. The unfilled positions comprised 5 FTE teachers and 8.5 FTE non-teaching staff.

### MWA - "School"

1. The variance of \$498K from salaries and benefits is due to the following:
  - a. Savings from 13.5 Full-time Equivalent (FTE) unfilled positions.
  - b. Timing issue for the budgeted Club Stipends to be paid out at the end of the school year.
  - c. Minimal overtime payment for non-exempt operational staff.
2. Budget savings totaling \$125K are from supply expenses such as textbooks and core curricula materials, custodial supplies, instructional materials & supplies, furniture equipment, and computer and IT supplies.
3. More budget savings totaling \$506K are from contract services such as staff professional development, IT and substitute teacher contract services, printing and reproduction, and special education services. About 75% of the savings from contract services and Special Education expense are due to timing issues and will balance out as the fiscal year progresses.
4. Total savings for non-personnel expenses are \$631K.

### MWA Central Office

1. The \$46K variance from salaries and benefits is mainly due to the accrued paid time off. The variance will balance out as staff takes their PTO during the breaks.
2. Budget savings of \$3K are from supply expenses such as furniture and office supplies.
3. Additional savings totaling \$88K for contract services are from staff professional development, contract services for student information assessment, and IT contract services.
4. Total savings for non-personnel expenses are \$91K.



We have met with all of our budget managers in March to provide the feedback received from the Finance Advisory Committee. All of the budget managers took the feedback very well and they have made some adjustments in the 2<sup>nd</sup> draft of the FY22 budget in areas such as Covid-19 testing and supplies to ensure we are fully prepared for post-COVID return.

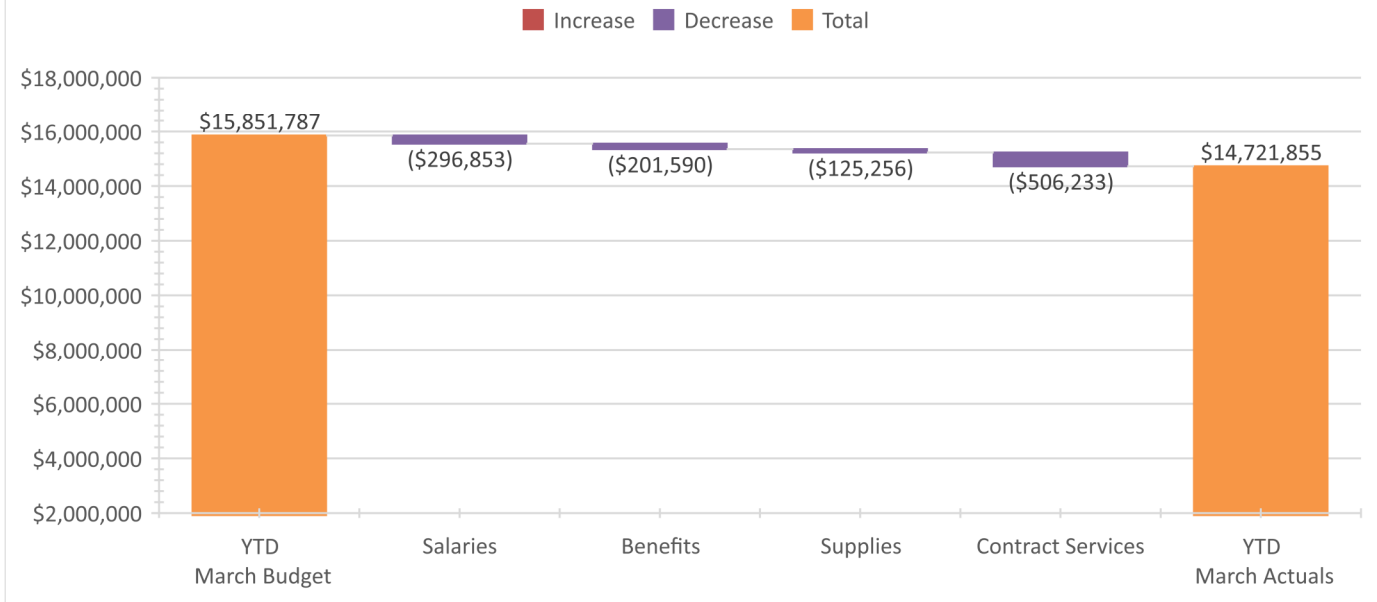
The second draft of the FY22 budget will be presented to the Finance Advisory Committee on May 13. In the meantime, we will continue to monitor our spending to ensure we are on the range without sacrificing our students' quality of education. We will also closely monitor our cash flow to maintain proper cash levels and accrue all revenues by June 30, 2021.

**State and Local Payment Schedule:**

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<b>State Aid, LCFE, and State SPED</b>	5%	5%	9%	9%	9%	9%	9%	4.23%	1.62%	1.62%	1.62%	0%
								<i>(4.77% deferred to November 21)</i>	<i>(7.38% deferred to October 21)</i>	<i>(7.38% deferred to September 21)</i>	<i>(7.38% deferred to Aug 21)</i>	<i>(Balance deferred to July 21)</i>
<b>Property Tax</b>	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



*YTD Expenses (July - March 2021)  
Budget to Actual Breakdown - MWA - "School"*



*YTD Expenses (July - March 2021)  
Budget to Actual Breakdown - MWA Central Office*



**MWA - "School" YTD Actuals vs. Budget  
March 2021**

	A	B	C	D	E	F	G
1	MWA - "School" FY2021 Spending Budget Tracking Report	<b>Monthly Executive Summary</b>					
2	Actuals vs. Cycled Budget	1. Spending -7% under budget					
3		2. Spending in non-personnel areas might be less from fall through spring due to school closure					
4		3. Budgeted teachers and staff vacancies of 13.5 FTE are not fully filled					
5							
6	<b>MWA Spending Budget</b>	<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21- Actuals</b>	<b>07.01.20 - 03.31.21- 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	1100 - Teacher Salaries	4,243,695	2,852,700	2,988,159	(135,459)	-5%	Variance from the following: • 5 Teachers vacancies • Budgeted Content Lead, Grade Level Lead, and Club Stipends to be paid at end of school year, will balance out once it is paid
8	1103 - Substitute Teacher Salaries	46,750	32,153	33,115	(962)	-3%	
9	1200 - Certificated Pupil Support	588,154	419,620	413,969	5,651	1%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,248,592	867,840	875,760	(7,920)	-1%	
11	1409 - Special Temporary COLA	1,451,000	999,000	1,027,791	(28,791)	-3%	Savings from vacancies
12	1900 - Certificated Other Salaries	319,463	219,311	223,621	(4,310)	-2%	
13	2100 - Classified Instructional Aide Salaries	507,826	318,683	357,432	(38,749)	-11%	Variance from the following: • 4 vacant positions: -3 Enrichment Instructors -1 Teacher Resident
14	2200 - Classified Support Staff Salaries	607,735	418,937	427,751	(8,814)	-2%	
15	2300 - Classified Supervisor & Administrator Salaries	666,655	439,015	469,223	(30,208)	-6%	Variance from the following: • Promoted current Operations Manager to Director of Operations at rate lower than budgeted • Operations Manager vacancy
16	2400 - Classified Clerical and Office Salaries	547,547	352,268	385,389	(33,121)	-9%	Variance from the following: • Savings from vacant positions: -Substitute Coordinator -Sr. Systems Administrator • Minimal overtime due to school closure
17	2900 - Classified Other Salaries	97,688	54,587	68,757	(14,170)	-21%	Savings from Custodian vacancy
18	<b>Total Salaries</b>	<b>10,325,105</b>	<b>6,974,114</b>	<b>7,270,967</b>	<b>(296,853)</b>	<b>-4%</b>	
19	3101 - State Teachers Retirement System (STRS)	1,431,670	1,038,328	1,130,582	(92,254)	-8%	
20	3301 - Social Security and Medicare	328,552	215,951	230,935	(14,984)	-6%	Savings from vacancies
21	3401 - Health & Welfare Benefits	1,410,799	991,339	1,058,099	(66,760)	-6%	
22	3501 - Unemployment Insurance	51,627	47,135	38,591	8,544	22%	
23	3601 - Workers Comp Insurance	134,222	110,488	100,331	10,157	10%	
24	3701 - 403(B) Retirement Match	97,036	34,194	68,298	(34,104)	-50%	Staff not taking advantage of 403B match
25	3999 - Accrued Paid Time Off	123,066	74,195	86,384	(12,189)	-14%	Variance will balance as staff members use their PTO during breaks
26	<b>Total Benefits</b>	<b>3,576,972</b>	<b>2,511,630</b>	<b>2,713,220</b>	<b>(201,590)</b>	<b>-7%</b>	
27	<b>Total Salaries &amp; Benefits</b>	<b>13,902,077</b>	<b>9,485,744</b>	<b>9,984,187</b>	<b>(498,443)</b>	<b>-5%</b>	
28							

**MWA - "School" YTD Actuals vs. Budget  
March 2021**

	A	B	C	D	E	F	G
6	<b>MWA Spending Budget</b>	<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21- Actuals</b>	<b>07.01.20 - 03.31.21- 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
29	4100 - Approved Textbooks and Core Curricula Mater	182,218	149,670	176,968	(27,298)	-15%	Waiting for expenses to come in for the Math & Science pilot program
30	4200 - Books and Other Reference (Faculty and Staff	1,000	-	-	-	-100%	
31	4315 - Custodial Supplies	68,000	8,367	54,927	(46,560)	-85%	Fewer supplies needed due to school closure
32	4325 - Instructional Materials & Supplies	197,375	62,372	120,105	(57,733)	-48%	
33	4390 - Other Food	3,750	-	-	-	-100%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	18,200	13,200	18,200	(5,000)	-27%	
35	4420 - Computers and IT Supplies (non-capitalized)	573,405	476,877	485,580	(8,703)	-2%	
36	4710 - Student Food Services	311,500	254,470	234,433	20,037	9%	Food program for the community continues vs last year where the food program is only for students
37	4910 - Emergency Supplies	2,500	-	-	-	-100%	
38	4990 - Contingency	2,461	-	-	-	-100%	
39	<b>Total Supplies</b>	<b>1,360,409</b>	<b>964,956</b>	<b>1,090,213</b>	<b>(125,257)</b>	<b>-11%</b>	
40	5210 - Conference and Professional Development	47,500	46,567	40,133	6,434	16%	
41	5215 - Travel - Mileage, Parking, Tolls	1,000	-	509	(509)	-100%	
42	5305 - Professional Dues & Memberships	16,458	5,491	13,563	(8,072)	-60%	
43	5421 - General Liability Insurance	175,006	133,725	131,256	2,469	2%	
44	5510 - Utilities - Gas and Electric	108,500	120,031	77,688	42,343	55%	Electricity true-up costs for the year
45	5515 - Janitorial and Gardening Services	223,800	92,600	78,100	14,500	19%	Phase I cleaning, variance will balance out as fiscal year progresses
46	5525 - Utilities - Waste	19,999	14,812	17,762	(2,950)	-17%	
47	5530 - Utilities - Water	49,500	43,717	33,555	10,162	30%	
48	5605 - Equipment Leases and Rentals	148,800	97,192	118,769	(21,577)	-18%	Less copier usage due to school closure
49	5610 - Occupancy Rent	1,685,749	1,264,312	1,264,312	-	0%	
50	5612 - Facilities Use Fees	25,000	-	14,375	(14,375)	-100%	
51	5615 - Repairs and Maintenance - Building	100,001	22,229	37,311	(15,082)	-40%	
52	5617 - Repairs and Maintenance - Non-computer Equ	3,000	-	-	-	-100%	
53	5618 - Repairs & Maintenance - Auto	1,500	-	-	-	-100%	
54	5806 - County Oversight Fees	107,000	-	-	-	-100%	
55	5810 - Contracted Services	186,900	64,689	123,036	(58,347)	-47%	Less contracted service needed due to school closure
56	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
57	5810.003 - Student Transportation	40,500	-	5,540	(5,540)	-100%	
58	5810.004 - Intervention & Consultation	217,566	163,169	163,175	(6)	0%	
59	5810.005 - Psychological Services	688,552	543,317	512,289	31,028	6%	PMSC - performance psychology services and program evaluation
60	5810.006 - Substitute Teachers	40,000	18,360	39,816	(21,456)	-54%	Utilize less substitute teachers due to school closure
61	5810.007 - Interscholastic - Coaches	58,000	(2,000)	16,215	(18,215)	-112%	Contract coach did not cash check from FY20, voided payment in system and still trying to reach out and reissue check
62	5810.008 - Information Technology	884,882	530,238	730,110	(199,872)	-27%	Variance is from a timing issue, will balance out as fiscal year progresses

**MWA - "School" YTD Actuals vs. Budget  
March 2021**

	A	B	C	D	E	F	G
		<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21- Actuals</b>	<b>07.01.20 - 03.31.21- 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
6	<b>MWA Spending Budget</b>						
63	5811 - Student Exams Fees	17,000	(250)	-	(250)	-100%	
64	5821 - Printing and Reproduction	21,000	6,604	21,000	(14,396)	-69%	
65	5840 - Study Trip - Entrance, Admission, & Ticket Fee	11,400	(160)	9,293	(9,453)	-102%	
66	5851 - Professional Development	61,500	39,223	40,338	(1,115)	-3%	
67	5897 - Special Education	400,000	159,185	335,703	(176,518)	-53%	Variance is from a timing issue, will balance out as fiscal year progresses
68	5898 - Use Tax	1,000	-	-	-	-100%	
69	5905 - Company Cell Phones	76,000	38,029	56,729	(18,700)	-33%	Variance is from a timing issue, will balance out as fiscal year progresses
70	5910 - Internet	85,000	40,795	56,913	(16,118)	-28%	
71	5915 - Postage and Delivery	24,300	9,102	20,272	(11,170)	-55%	
72	5920 - Landlines and Office Based Phones	7,800	4,997	4,385	612	14%	
73	6900 - Depreciation and Amortization	18,201	13,650	13,705	(55)	0%	
74	INCO.EXP - 5895 MWAS (Central Office) Fees	1,068,714	801,531	801,535	(4)	0%	
75	<b>Total Contract Services</b>	<b>6,622,128</b>	<b>4,271,155</b>	<b>4,777,387</b>	<b>(506,232)</b>	<b>-11%</b>	
76							
77	Total Salaries & Benefits	13,902,077	9,485,744	9,984,187	(498,443)	-5%	
78	Total Supplies	1,360,409	964,956	1,090,213	(125,257)	-11%	
79	Total Contract Services	6,622,128	4,271,155	4,777,387	(506,232)	-11%	
80	<b>Total Expenses</b>	<b>21,884,614</b>	<b>14,721,855</b>	<b>15,851,787</b>	<b>(1,129,932)</b>	<b>-7%</b>	

**MWA Central Office YTD Actuals vs. Budget**  
**March 2021**

	A	B	C	D	E	F	G
1	MWA Central Office FY2021 Spending Budget Tracking F	<b>Monthly Executive Summary</b>					
2	Actuals vs. Cycled Budget	1. Spending -5% under budget					
3		2. Spending in non-personnel areas might be less from fall through spring due to school closure					
4							
5							
6	<b>MWAS (Central Office) Spending Budget</b>	<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21- Actuals</b>	<b>07.01.20 - 03.31.21- 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	1409 - Special Temporary COLA	176,000	123,500	124,667	(1,167)	-1%	
8	2300 - Classified Supervisor & Administrator Salaries	1,724,316	1,205,651	1,213,653	(8,002)	-1%	
9	2400 - Classified Clerical and Office Salaries	131,965	92,964	92,883	81	0%	
10	<b>Total Salaries</b>	<b>2,032,281</b>	<b>1,422,115</b>	<b>1,431,203</b>	<b>(9,088)</b>	<b>-1%</b>	
11	3101 - State Teachers Retirement System (STRS)	74,506	45,074	54,030	(8,956)	-17%	
12	3301 - Social Security and Medicare	120,154	81,023	84,570	(3,547)	-4%	
13	3401 - Health & Welfare Benefits	228,773	193,089	171,579	21,510	13%	Under forecasted budget in 2nd interim for actual insurance premiums for staff
14	3501 - Unemployment Insurance	10,162	11,917	7,622	4,295	56%	
15	3601 - Workers Comp Insurance	26,418	24,251	19,813	4,438	22%	
16	3701 - 403(B) Retirement Match	61,319	36,967	43,160	(6,193)	-14%	
17	3999 - Accrued Paid Time Off	100,246	21,462	70,365	(48,903)	-69%	Variance will balance as staff members use their PTO during breaks
18	<b>Total Benefits</b>	<b>621,578</b>	<b>413,783</b>	<b>451,139</b>	<b>(37,356)</b>	<b>-8%</b>	
19	<b>Total Salaries &amp; Benefits</b>	<b>2,653,859</b>	<b>1,835,898</b>	<b>1,882,342</b>	<b>(46,444)</b>	<b>-2%</b>	
20							
21	4200 - Books and Other Reference (Faculty and Staff	2,500	-	-	-	-100%	
22	4330 - Office Supplies	8,350	1,085	3,041	(1,956)	-64%	
23	4390 - Other Food	800	-	-	-	-100%	
24	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,500	-	1,500	(1,500)	-100%	
25	4420 - Computers and IT Supplies (non-capitalized)	7,540	2,039	1,520	519	34%	
26	4990 - Contingency	25,000	-	-	-	-100%	
27	<b>Total Supplies</b>	<b>45,690</b>	<b>3,124</b>	<b>6,061</b>	<b>(2,937)</b>	<b>-48%</b>	
28	5210 - Conference and Professional Development	28,345	7,591	23,950	(16,359)	-68%	
29	5215 - Travel - Mileage, Parking, Tolls	4,750	53	2,417	(2,364)	-98%	
30	5220 - Travel - Airfare & Lodging	4,600	-	3,083	(3,083)	-100%	
31	5225 - Travel - Meals	2,850	-	1,522	(1,522)	-100%	
32	5305 - Professional Dues & Memberships	28,049	18,066	23,114	(5,048)	-22%	
33	5605 - Equipment Leases and Rentals	6,200	4,050	4,949	(899)	-18%	
34	5803 - Accounting Fees	30,000	29,032	27,962	1,070	4%	
35	5804 - Legal Fees	70,000	45,254	31,904	13,350	42%	
36	5810 - Contracted Services	351,000	259,153	282,318	(23,165)	-8%	
37	5810.002 - Student Information & Assessment	61,500	28,642	61,500	(32,858)	-53%	Variance is from a timing issue, will balance out as fiscal year progresses
38	5810.004 - Intervention & Consultation	5,250	-	438	(438)	-100%	



**MWA Central Office YTD Actuals vs. Budget**  
**March 2021**

	A	B	C	D	E	F	G
6	<b>MWAS (Central Office) Spending Budget</b>	<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21- Actuals</b>	<b>07.01.20 - 03.31.21- 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
39	5810.005 - Psychological Services	5,000	-	-	-	-100%	
40	5810.008 - Information Technology	109,770	59,404	90,570	(31,166)	-34%	Less IT contract service needed during school closure
41	5820 - Recruiting - Students	10,000	10,357	10,000	357	4%	
42	5821 - Printing and Reproduction	1,500	955	1,500	(545)	-36%	
43	5850 - Staff Recruitment	83,200	52,735	38,219	14,516	38%	Variance is from a timing issue, will balance out as fiscal year progresses
44	5851 - Professional Development	15,000	5,000	9,839	(4,839)	-49%	
45	5853 - Payroll Processing Fees	38,000	29,147	23,091	6,056	26%	
46	5905 - Company Cell Phones	16,000	7,986	11,943	(3,957)	-33%	
47	5910 - Internet	4,300	6,500	2,879	3,621	126%	
48	5915 - Postage and Delivery	2,200	1,906	1,835	71	4%	
49	5992 - Bank fees (not interest charges)	1,000	15	161	(146)	-91%	
50	<b>Total Contract Services</b>	<b>878,514</b>	<b>565,846</b>	<b>653,194</b>	<b>(87,348)</b>	<b>-13%</b>	
51							
52	Total Salaries & Benefits	2,653,859	1,835,898	1,882,342	(46,444)	-2%	
53	Total Supplies	45,690	3,124	6,061	(2,937)	-48%	
54	Total Contract Services	878,514	565,846	653,194	(87,348)	-13%	
55	<b>Total Expenses</b>	<b>3,578,063</b>	<b>2,404,868</b>	<b>2,541,597</b>	<b>(136,729)</b>	<b>-5%</b>	

Making Waves Academy  
FY2021

	A	B	C	D
1		<b>Making Waves Academy</b>		
2		<b>Statement of Financial Position</b>		
3				
4				
5				
6		Year Ending	Month Ending	
7		06/30/2020	03/31/2021	
8		Actual	Actual	Period Diff
9	<b>Assets</b>			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	3,076,547	4,146,176	(1,069,629)
13	9120.101 - *5882 BB ZBA Payroll	(139,440)	289,342	(428,782)
14	9120.300 - *3822 MWA Chase - Operations Cash	75,255	77,964	(2,709)
15	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	99,936	93,930	6,006
16	Total Cash and Cash Equivalents	3,112,298	4,607,412	(1,495,114)
17	Accounts Receivable, Net			
18	Accounts Receivable			
19	9210 - Accounts Receivable (not grants or pledges)	2,372,895	99,382	2,273,513
20	Total Accounts Receivable	2,372,895	99,382	2,273,513
21	Total Accounts Receivable, Net	2,372,895	99,382	2,273,513
22	Other Current Assets			
23	Prepaid Expenses			
24	9331 - Prepaid and Deposits - Current Portion (non-employee)	289,813	191,640	98,173
25	Total Prepaid Expenses	289,813	191,640	98,173
26	Total Other Current Assets	289,813	191,640	98,173
27	Total Current Assets	5,775,006	4,898,434	876,572
28	Long-term Assets			
29	Property & Equipment			
30	9440 - Equipment (over 25k)	83,860	83,860	-
31	9460 - Leasehold Improvements	435,812	435,812	-
32	9470 - Vehicles	22,401	22,401	-
33	9441 - AD - Equipment (over 25k)	(83,860)	(83,860)	-
34	9461 - AD - Leasehold Improvements	(111,716)	(125,367)	13,651
35	9471 - AD - Vehicles	(22,400)	(22,400)	-
36	Total Property & Equipment	324,096	310,445	13,651
37	Total Long-term Assets	324,096	310,445	13,651
38	<b>Total Assets</b>	<b>6,099,102</b>	<b>5,208,879</b>	<b>890,223</b>

Making Waves Academy  
FY2021

	A	B	C	D
1		<b>Making Waves Academy</b>		
2		<b>Statement of Financial Position</b>		
3				
4				
5				
6		Year Ending	Month Ending	
7		06/30/2020	03/31/2021	
8		Actual	Actual	Period Diff
39	<b>Liabilities and Net Assets</b>			
40	Liabilities			
41	Short-term Liabilities			
42	Accounts Payable			
43	9500 - Accounts Payable	277,704	543,945	(266,241)
44	9500.999 - Employee Expense Payables	2,491	18	2,473
45	9520.497 - CC*6315 Chase	6,406	7,676	(1,270)
46	Total Accounts Payable	286,601	551,639	(265,038)
47	Accrued Liabilities			
48	9601 - Payroll Liabilities	182,675	-	182,675
49	9602 - Benefits Liabilities	26,493	19,314	7,179
50	9603 - Accrued Paid Time Off Liability	566,539	662,196	(95,657)
51	9620 - Funds Held for Others (Student Groups and Agencies)	23,641	23,780	(139)
52	9625 - Funds Held for Chromebook	45,652	47,965	(2,313)
53	9630 - Funds Held for Summer Holdback	230,649	197,356	33,293
54	Total Accrued Liabilities	1,075,649	950,611	125,038
55	Notes Payable - Current Portion	2,474,435	-	2,474,435
56	Total Short-term Liabilities	3,836,685	1,502,250	2,334,435
57	Total Liabilities	3,836,685	1,502,250	2,334,435
58	Net Assets			
59	Net Assets			
60	9800 - Equity	3,627,835	4,612,564	(984,729)
61	Beginning Net Assets	3,627,835	4,612,564	(984,729)
62	Change In Net Assets	(1,365,418)	(905,935)	(459,483)
63	Total Net Assets	2,262,417	3,706,629	(1,444,212)
64	<b>Total Liabilities and Net Assets</b>	<b>6,099,102</b>	<b>5,208,879</b>	<b>890,223</b>
65				
66				

	A	B	S	T	U	V	W
5							
6	<b>MWA Revenue Budget</b>	<b>2nd Interim Budget FY2021</b>	<b>07.01.20 - 03.31.21 - Actuals</b>	<b>07.01.20 - 03.31.21 - 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	<b>Revenue</b>						
8	8011 - State Aid - General Apportionment	5,948,359	3,416,305	3,416,306	1	0%	
9	8012 - Prop 30 - Education Protection Account Ent	2,084,871	993,506	993,506	-	0%	
10	8096 - In Lieu of Property Taxes	2,986,049	1,422,944	1,900,712	477,768	25%	February & March 2021 In Lieu of Property Taxes have not been received yet
11	8181 - Special Education - Federal	128,963	-	-	-	0%	
12	8220 - Federal - Child Nutrition Programs	271,588	171,536	189,424	17,888	9%	
13	8290 - Federal - Title I - Basic Grant	300,968	218,887	218,887	-	0%	
14	8295 - Federal - Title II - Teacher and Principal Tra	42,412	20,835	10,233	(10,602)	-104%	
15	8296 - Federal - Title III - LEP	31,574	18,830	18,830	-	0%	
16	8297 - Federal - Title IV, Part A - Student Support	22,417	11,114	11,114	-	0%	
17	8299 - Federal - Other Revenue	1,169,339	1,169,336	1,167,961	(1,375)	0%	Elementary and Secondary School Emergency Relief (ESSR) and Learning Loss Mitigation (LLM) Funds received due to the federal CARES Act
18	8311 - State - Special Education	644,813	384,907	406,232	21,325	5%	Deferred amount
19	8520 - State - Child Nutrition Programs	20,540	11,291	13,040	1,749	13%	
20	8545 - State - School Facilities	1,030,237	572,353	490,090	(82,263)	-17%	
21	8550 - State - Mandate Block Grant	28,662	28,242	28,242	-	0%	
22	8560 - State - Lottery	206,389	69,852	69,844	(8)	0%	
23	8590 - State - Other Revenue	-	15,968	-	(15,968)	0%	SPED Mental Health Lvl 1 & Lvl 2 Funding
24	8592 - State - After School Program Grant	177,559	115,414	115,414	-	0%	
25	8621 - Local - Parcel Taxes	295,830	-	-	-	0%	
26	8808 - Realized Gains/Losses on Investments	-	-	-	-	0%	
27	8809 - Sale of Fixed Assets - Gain or Loss	-	-	-	-	0%	
28	8810 - Dividend Income	-	-	-	-	0%	
29	8980 - Contributions - Unrestricted	1,200,000	1,114,885	1,010,958	(103,927)	-10%	• \$100K donation from Peter & Suzannah Scully - Unrestricted for FY21 • \$1M donation from Fullerton Family Foundation
30	8981 - Scully Related Entity (SRE)	10,238,392	8,000,000	8,000,000	-	0%	Paycheck Protection Program (PPP) Loan Repayment - \$2.5M
31	8986 - School Supply Fund Donations	6,000	-	-	-	0%	
32	8988 - In-Kind Donations	9,000	13,200	-	(13,200)	0%	Golf Cart In-Kind donation from MWF
33	8990 - Contributions - Restricted	100,000	-	100,000	100,000	100%	Donation went into 8980 - Contribution - Unrestricted
34	INCO.INC - 8693 CMO Revenue					0%	
36	<b>Total Revenues</b>	<b>26,943,962</b>	<b>17,769,405</b>	<b>18,160,793</b>	<b>391,388</b>	<b>2%</b>	
37							
40	<b>YTD Revenue Non-SRE</b>						
128							
129	MWA Non-SRE Revenue						
130							
131	Total Governmental Revenue	14,221,231	8,641,320				
132	Total Grants and non-SRE donations	1,315,000	1,128,085				
133	<b>Total external sources of revenue</b>	<b>15,536,231</b>	<b>9,769,405</b>				
134							
135	Cumulative Revenues		9,769,405				
136	% of FY2021 Annual budget		63%				
137							
138							
139	Total student count (EOM) - 96% ADA		1043				
140							
141	Governmental revenue/student		\$8,289				
142	Grants and non-SRE donations/student		\$1,082				
143	Total external revenues per student		\$9,371				

**Cash Flow Projection  
2020-21**

	A	E	F	G	H	I	J	K	L	M	N	O	P
14		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Estimate	Estimate
15	Descriptions	Jul-20	Aug-20	Sep-20	Oct-19*	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21*	May-21	Jun-21**
49	<b>Beginning Cash</b>	3,112,298	3,220,096	5,141,109	3,880,312	4,148,649	4,136,558	5,518,042	6,122,583	5,245,752	4,607,413	5,197,908	4,021,593
50													
51	<b>Cash In</b>												
52	Government	30,704	489,502	383,185	2,365,779	899,900	648,854	2,208,661	715,204	899,532	1,117,790	457,956	585,699
53	Donation (Non-SRE)	102,457	637	339	726	1,000,867	1,966	740	6,683	471	770	84,344	4,082
54	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-
55	Making Waves Foundation	-	-	-	-	-	-	-	-	-	-	-	-
56	Request from SRE - Pay Check Protection Program Loan Repayment	2,480,565											
57	SRE	19,435	3,000,000	-	-	-	2,500,000	-	-	-	1,500,000	-	738,392
58	<b>Total Cash In</b>	<b>2,633,161</b>	<b>3,490,139</b>	<b>383,524</b>	<b>2,366,505</b>	<b>1,900,767</b>	<b>3,150,820</b>	<b>2,209,401</b>	<b>721,887</b>	<b>900,003</b>	<b>2,618,560</b>	<b>542,300</b>	<b>1,328,173</b>
59													
60	<b>Cash Out***</b>												
61	MWA	1,059,342	1,445,915	1,376,843	1,920,668	1,740,907	1,881,404	1,424,725	1,404,695	1,497,936	1,956,978	1,520,618	2,486,924
62	MWAS (Central Office)	179,639	255,127	249,181	342,626	375,538	213,403	220,304	232,747	286,300	232,267	219,997	239,700
63	Pay Check Protection Program Loan Repayment	2,480,565											
64	<b>Total Cash Out</b>	<b>3,719,546</b>	<b>1,701,042</b>	<b>1,626,024</b>	<b>2,263,294</b>	<b>2,116,445</b>	<b>2,094,807</b>	<b>1,645,029</b>	<b>1,637,442</b>	<b>1,784,236</b>	<b>2,189,246</b>	<b>1,740,615</b>	<b>2,726,625</b>
65													
66	<b>Net Change In Cash (In - Out)</b>	<b>(1,086,385)</b>	<b>1,789,097</b>	<b>(1,242,500)</b>	<b>103,211</b>	<b>(215,678)</b>	<b>1,056,013</b>	<b>564,372</b>	<b>(915,555)</b>	<b>(884,233)</b>	<b>429,314</b>	<b>(1,198,316)</b>	<b>(1,398,452)</b>
67													
68	Net Change in Cash from Operating Activities	107,798	1,921,013	(1,260,797)	268,337	(12,091)	1,381,483	604,541	(876,831)	(638,339)	590,495	(1,176,316)	(1,376,452)
69													
90	<b>Ending Cash</b>	<b>3,220,096</b>	<b>5,141,109</b>	<b>3,880,312</b>	<b>4,148,649</b>	<b>4,136,558</b>	<b>5,518,042</b>	<b>6,122,583</b>	<b>5,245,752</b>	<b>4,607,413</b>	<b>5,197,908</b>	<b>4,021,593</b>	<b>2,645,141</b>
91													
95													
96													
97	<b>Date Needed</b>		8/26/2020				12/14/2020			4/30/2021			
98													
99	<b>Notes:</b>												
100	*Three payrolls Funded												
101													
102	** June funding estimate is based on Board approved budget in June 2021 and likely to change according to actuals.												
103													
104	***Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)												

# Coversheet

## Standing School Reopening Update

**Section:** III. Non-Action Items  
**Item:** C. Standing School Reopening Update  
**Purpose:** Discuss  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** Reopening Update Slides for Board 4.29.21.pdf

**BACKGROUND:**

This is pre-reading for the update that we will have on the return to on-site learning.



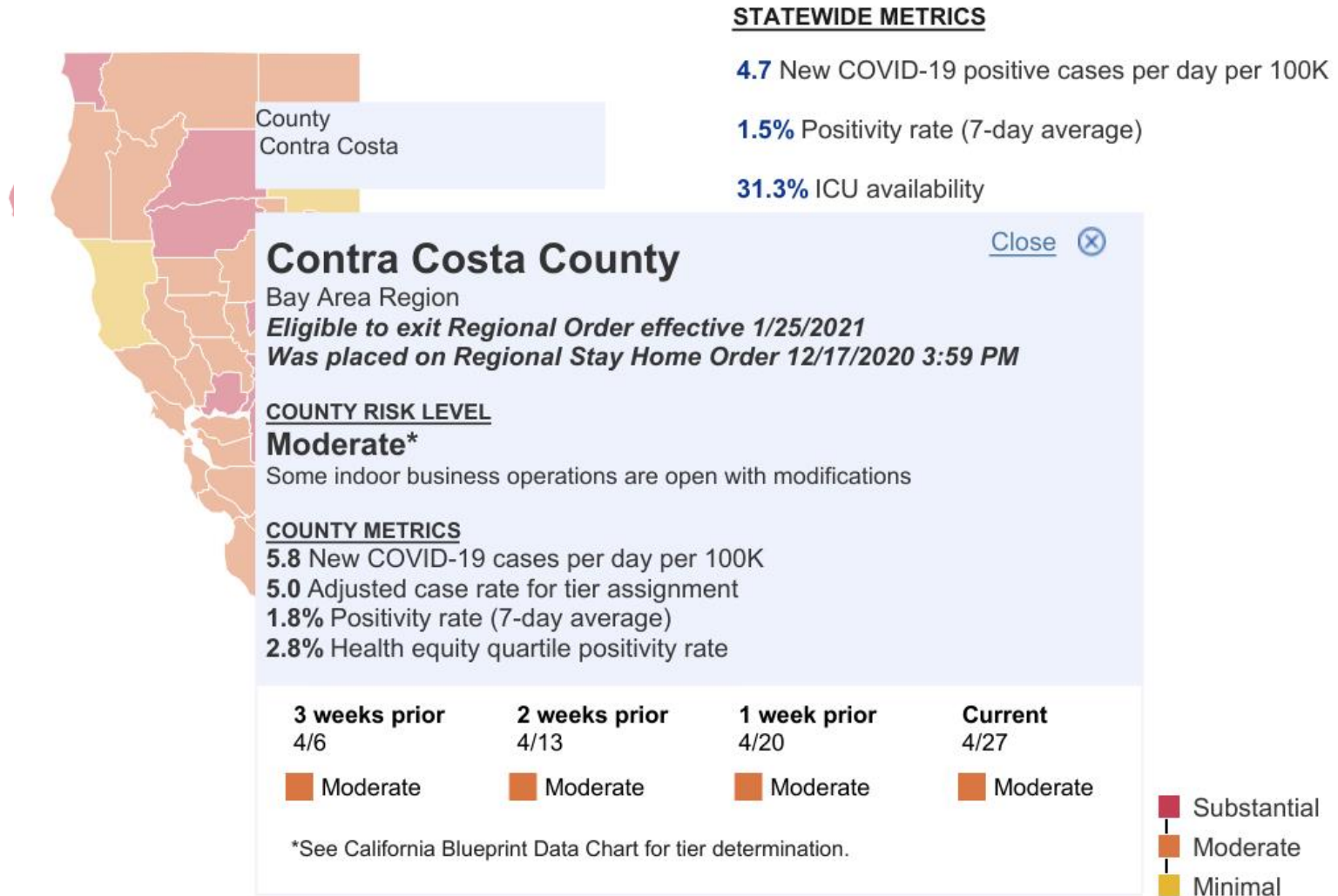
# Blueprint for a Safer Economy Status

As of 4/27/2021 Contra Costa County has been in the Orange Tier for three consecutive weeks

- **4/27 Contra Costa County Metrics**
  - Adjusted Case rate = 5.0
  - Positivity rate = 1.8%
  - Health equity quartile positivity rate = 2.8%



# Blueprint for a Safer Economy Status



Last Updated 4/27/2021





# Phase 1C

## Current Campus Activities

- Essential Staff on Campus
- US Athletics
- Phase 1C (Faculty opt-in working from classrooms)



# Planning for Reopening

## What is next?

- Now that Contra Costa is in the Orange Tier and Phase 1C has started, planning for Phase 2 and Phase 3 continues.
- Using learning from Phase 1C to get input and improve protocols procedures for future phases.

# Coversheet

## LCAP Public Hearing Announcement

**Section:** III. Non-Action Items  
**Item:** E. LCAP Public Hearing Announcement  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** LCAP Public Hearing Notice-4.29.2021.pdf



## PUBLIC HEARING NOTICE

School Site Council Meeting Date: May 13, 2021

**SUBJECT:**

Public Hearing re: feedback on MWA's Local Control Accountability Plan (LCAP)

**BACKGROUND:**

Making Waves Academy will hold a Public Hearing regarding its Local Control Accountability Plan (LCAP) at MWA's School Site Council (SSC) Meeting on **Thursday, May 13, 2021** at 6:30 PM – 8:00 PM on ZOOM.

The MWA Board will announce the Public Hearing at its May 6<sup>th</sup>, 2021 Board Meeting scheduled for 4:00 p.m. The MWA Board has elected to invite public and stakeholder feedback and participation through MWA's SSC.

The purposes of this hearing are to:

- To notify the public regarding regulations for supplemental and concentration grants for the 2021-22 school year.
- To notify the public of the opportunity to comment on the specific actions and expenditures to be included in the proposed Local Control and Accountability Plan for 2021-22.
- Solicit feedback on and comments from the public regarding a proposed LCAP budget for the 2021-22 school year on regulations for supplemental and concentration grants.

# Coversheet

## Board Minutes: March 11, 2021 Board Meeting

**Section:** IV. Action Items  
**Item:** A. Board Minutes: March 11, 2021 Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for March Board Meeting on March 11, 2021

APPROVED



## Making Waves Academy

### Minutes

#### March Board Meeting

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#### Date and Time

Thursday March 11, 2021 at 10:30 AM

#### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/82122236725?pwd=UG4zdnRQZ0EzcVhZM2pzTEgyRVhqdz09>

Passcode: 299491

Or iPhone one-tap :

US: +16699006833,,82122236725#,,,,\*299491# or  
+13462487799,,82122236725#,,,,\*299491#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 436 2866 or +1  
301 715 8592 or +1 312 626 6799

Webinar ID: 821 2223 6725

Passcode: 299491

International numbers available: <https://mwacademy.zoom.us/j/82122236725>

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[CLICK HERE to access agenda in Spanish](#)

[HAGA CLIC AQUÍ para acceder a la agenda en español](#)

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In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

### Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
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  - Comment on items on the agenda
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  - ***Presentations are limited to two minutes each***, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
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**Please note that all agenda times are estimates.**

### **Directors Present**

Alicia Klein (remote), Burak Gursel (remote), Carlos-Manuel Chavarria (remote), Esther Hugo (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote)

### **Directors Absent**

Maricela Navarro

### **Directors who arrived after the meeting opened**

Carlos-Manuel Chavarria

### **Guests Present**

Alton B. Nelson Jr. (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Gabe Manion (remote), Mathilde de la Calle (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Mar 11, 2021 at 10:33 AM.

### **B. Record Attendance**

### **C. Public Comment**

Public comment was made by a student regarding advocacy for in-person graduation.

## **II. Standing Reports**

### **A. Compliance to Excellence: Remarks by Board President**

Board President made comments and updates regarding:

- Imbedding Innovation
- Alignment with MWF: work continues between the College and Alumni Program and the College and Career Center to improve college success outcomes
- Commitment to Racial Justice: MWA continues to be committed to racial justice through a number of initiatives like the Black & African-American Academic Achievement Initiative, staff trainings, and statements that MWA has made throughout 2020.
- Board "Engagement" Site that will be launched in mid-March

### **B. Mission Connection: Black History Month Acknowledgement**



Board viewed a video with an acknowledgement of Black History following Black History Month.

Carlos-Manuel Chavarria arrived at 10:45 AM.

### **C. Deep Dive: Key Avenues for Promoting Innovation**

UC Berkeley Board Fellows, Mathilde de la Calle and Gabe Manion, engaged in a discussion with the board regarding their project on Promoting Innovation at MWA. The discussion included:

- Key findings from their internal diagnostic of MWA
- Findings from their research of other schools and organizations
- Brainstorm on key strategic questions
- MWA's current state of innovation and where they would like to be

### **D. ASB Update**

ASB and BSU leaders engaged in a discussion with the board on successes, challenges, and priorities.

### **E. Senior School Director Written Report**

Board asked questions regarding the Senior School Director report which highlighted the Center for Holistic Services and their role working with Students During Distance Learning. Board engaged in discussion with Brandon Greene, Director of the Center for Holistic Support Services and Eric Mingo, Senior Dean of Students.

### **F. CEO Report**

Board asked questions regarding the CEO report which highlighted:

- Approach to phased reopening in the current climate
- Update on annual goals

### **G. Q&A on Written Chief of Staff Report (COS)**

Board asked questions regarding the Chief of Staff report which highlighted the Intent to Return Process.

### **H. Q&A on Written Finance Report (CFO)**

No questions were asked regarding the CFO report.

### **I. School Site Council (SSC) Update**

SSC President, Latiphony Wells, provided an update on the latest SSC Meeting including:

- Parent training on access to meeting materials (agendas, minutes, etc)

- Single Plan for Student Achievement (SPSA)
- College and Alumni Program scholarship updates
- Student representative elections for SSC for the upcoming year are taking place this academic year

### III. Non-Action Items

#### A. Committee and Advisory Committee Updates

Board asked questions about the DEI and Culture & Climate Advisory Committees.

#### B. Standing School Reopening Update

Board engaged in a discussion with the Senior School Director, the Chief Executive Officer and Chief of Staff regarding school reopening. Specifically, the discussion focused on a shift in the reopening plans to prioritize 5th and 6th grade for in-person learning.

#### C. Annual Board Book Discussion

Board engaged in discussion regarding, Isabel Wilkerson's *Caste* and its relevance to the work of MWA.

#### D. Board Commitment Form & Form 700s for 2020

Board members were asked to complete and return their Board Commitment Forms and Form 700s for 2020.

#### E. Non-Public School Placement Fiscal Update

Board received an update on the fiscal impact for the non-public school placement that was approved at the January 28, 2021 board meeting.

### IV. Action Items

#### A. Board Member Term Renewals

Esther Hugo made a motion to renew the board member terms for: Jessica Laughlin, Margaret Watson and Burak Gursel.

Carlos-Manuel Chavarria seconded the motion.

The board **VOTED** to approve the motion.

##### Roll Call

Carlos-Manuel Chavarria	Aye
Layla Naranjo	Aye
Margaret Watson	Abstain
Jessica Laughlin	Abstain
Esther Hugo	Aye
Maricela Navarro	Absent
Janis Glover	Aye

**Roll Call**

Alicia Klein	Aye
Burak Gursel	Abstain

**B. Board Minutes: January 28, 2021 Board Meeting**

Burak Gursel made a motion to approve the minutes from January Board Meeting on 01-28-21.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Esther Hugo	Aye
Alicia Klein	Aye
Maricela Navarro	Absent
Burak Gursel	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye

**C. Accept Minutes for Committees and Advisory Committees**

**D. Finance Advisory Committee Minutes**

Jessica Laughlin made a motion to accept the minutes from Finance Advisory Committee on 02-25-21.

Margaret Watson seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Layla Naranjo	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Alicia Klein	Aye
Maricela Navarro	Absent
Burak Gursel	Aye

**E. Audit Committee Minutes**

Esther Hugo made a motion to accept the minutes from Audit Committee on 02-18-21.

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Alicia Klein	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Maricela Navarro	Absent
Burak Gursel	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye

**F. Second Interim Budget (2020-2021)**

Carlos-Manuel Chavarria made a motion to approve the Second Interim Budget (2020-2021).

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Burak Gursel	Aye
Alicia Klein	Aye
Maricela Navarro	Absent
Esther Hugo	Aye
Layla Naranjo	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye

**G. Auditor Engagement Letters**

Margaret Watson made a motion to approve the Auditor Engagement Letters.

Layla Naranjo seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Jessica Laughlin	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Maricela Navarro	Absent
Burak Gursel	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye
Alicia Klein	Aye
Esther Hugo	Aye

**H. 2019-20 990 and 199 Tax Return**

Burak Gursel made a motion to approve the 2019-20 990 and 199 Tax Returns.  
 Janis Glover seconded the motion.  
 The board **VOTED** to approve the motion.

**Roll Call**

Margaret Watson	Aye
Alicia Klein	Aye
Burak Gursel	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Maricela Navarro	Absent
Janis Glover	Aye
Layla Naranjo	Aye
Esther Hugo	Aye

**I. COVID-19 Protocol Support from Maxim Health Services**

Jessica Laughlin made a motion to Maxim Health Services contract not to exceed \$20,000.  
 Esther Hugo seconded the motion.  
 The board **VOTED** to approve the motion.

**Roll Call**

Janis Glover	Aye
Layla Naranjo	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Maricela Navarro	Absent
Alicia Klein	Aye

**J. Alder Memorandum of Understanding**

Margaret Watson made a motion to approve the Alder Memorandum of Understanding.  
 Burak Gursel seconded the motion.  
 The board **VOTED** to approve the motion.

**Roll Call**

Jessica Laughlin	Aye
Janis Glover	Aye
Maricela Navarro	Absent
Margaret Watson	Aye
Layla Naranjo	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Alicia Klein	Aye

**Roll Call**

Burak Gursel                      Aye

**K. Comcast and CDW eRate Agreements**

Jessica Laughlin made a motion to approve the Comcast and CDW eRate Agreements.

Esther Hugo seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Jessica Laughlin                      Aye

Layla Naranjo                      Aye

Esther Hugo                      Aye

Burak Gursel                      Aye

Margaret Watson                      Aye

Alicia Klein                      Aye

Janis Glover                      Aye

Maricela Navarro                      Absent

Carlos-Manuel Chavarria Aye

**L. T-Mobile Agreement for Mi-Fi Devices for Students**

Esther Hugo made a motion to approve the T-Mobile Agreement for Mi-Fi Devices for Students.

Carlos-Manuel Chavarria seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Esther Hugo                      Aye

Jessica Laughlin                      Aye

Alicia Klein                      Aye

Margaret Watson                      Aye

Maricela Navarro                      Absent

Layla Naranjo                      Aye

Burak Gursel                      Aye

Janis Glover                      Aye

Carlos-Manuel Chavarria Aye

**M. Climate Justice Student Club Resolution**

Esther Hugo made a motion to approve the Climate Justice Student Club Resolution.

Burak Gursel seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Esther Hugo                      Aye

Burak Gursel                      Aye

Layla Naranjo                      Aye

Maricela Navarro                      Absent

**Roll Call**

Janis Glover	Aye
Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Alicia Klein	Aye

**V. Consent Action Items**

**A. Vote**

Margaret Watson made a motion to approve the consent items totaling \$47,883.  
Jessica Laughlin seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Alicia Klein	Aye
Maricela Navarro	Absent
Margaret Watson	Aye
Burak Gursel	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Jessica Laughlin	Aye

**B. Sage Intacct Renewal**

**C. Linde Group Invoice for Druva Laptop Backup Service**

**D. Linde Group Invoice for Dell Server Hardware Support Subscription Renewal**

**VI. Closing Items**

**A. Schedule of Board of Directors Meetings 2020-2021**

Remaining Regular Board Meeting Schedule for 2020-2021

- May 6, 2021, 4:00-7:30 PM
- June 17, 2021, 10:30 AM-2:30 PM

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:11 PM.

Respectfully Submitted,

Alicia Klein



# Coversheet

## Accept Minutes for Committees and Advisory Committees

**Section:** IV. Action Items  
**Item:** B. Accept Minutes for Committees and Advisory Committees  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
[2021\\_03\\_31\\_diversity\\_\\_equity\\_and\\_inclusion\\_advisory\\_committee\\_minutes.pdf](#)  
[2021\\_04\\_29\\_curriculum\\_review\\_advisory\\_committee\\_minutes.pdf](#)

DRAFT



# Making Waves Academy

## Minutes

### Diversity, Equity and Inclusion Advisory Committee

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#### Date and Time

Wednesday March 31, 2021 at 1:00 PM

#### Location

Join Zoom Meeting

[https://mwacademy.zoom.us/j/84130726658?](https://mwacademy.zoom.us/j/84130726658?pwd=SStoZ3hOamppM3daZmRuYnJST1NzZz09)

[pwd=SStoZ3hOamppM3daZmRuYnJST1NzZz09](https://mwacademy.zoom.us/j/84130726658?pwd=SStoZ3hOamppM3daZmRuYnJST1NzZz09)

Meeting ID: 841 3072 6658

Passcode: 180614

One tap mobile

+16699006833,,84130726658#,,,,\*180614# US (San Jose)

+12532158782,,84130726658#,,,,\*180614# US (Tacoma)

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In accordance with Executive Order N-25-20 in the State of California, we will be hosting this meeting via teleconference.

#### Public Comment

- The public may address the committee regarding any item within the subject-matter jurisdiction of the MWA governing board.
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-

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Please note that all agenda times are estimates.

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#### **Committee Members Present**

Alton B. Nelson Jr. (remote), Jessica Laughlin (remote)

#### **Committee Members Absent**

*None*

#### **Guests Present**

Danilo Garcia (remote), Elizabeth Martinez (remote), Kassandre Harper-Cotton (remote), Michelle Chan (remote)

---

### **I. Opening Items**

#### **A. Record Attendance and Guests**

#### **B. Call the Meeting to Order**

Jessica Laughlin called a meeting of the Diversity, Equity & Inclusion Advisory Committee of Making Waves Academy to order on Wednesday Mar 31, 2021 at 1:05 PM.

#### **C. Public Comment**

No public comment was made.

### **II. Committee Items**

#### **A. Check In**

Group participated in a check in activity.

**B. Review Progress to Date**

Team reviewed progress to date.

**C. Working Group Updates**

Working group facilitators provided an update on the successes and challenges of their work this academic year.

**III. Closing Items**

**A. Prepare for Upcoming Board Meeting**

An update will be provided to the board during the May 6th board meeting.

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:35 PM.

Respectfully Submitted,  
Elizabeth Martinez

DRAFT



# Making Waves Academy

## Minutes

### Curriculum Review Advisory Committee

---

#### Date and Time

Thursday April 29, 2021 at 10:30 AM

#### Location

Join Zoom Meeting

[https://mwacademy.zoom.us/j/81266866026?](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWFOU0pQdz09)

[pwd=M1RNWU5tOVNGNzdmdFhQZWFOU0pQdz09](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWFOU0pQdz09)

Meeting ID: 812 6686 6026

Passcode: mwaboard

One tap mobile

+16699006833,,81266866026#,,,,\*464931# US (San Jose)

+12532158782,,81266866026#,,,,\*464931# US (Tacoma)

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- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.
- If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:  
*Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:*

Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856

Please note that all agenda times are estimates.

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#### **Committee Members Present**

Alicia Klein (remote), Alton B. Nelson Jr. (remote), Caitlin Shelburne (remote), Esther Hugo (remote), Evangelia Ward-Jackson (remote), Jon Siapno (remote)

#### **Committee Members Absent**

None

#### **Guests Present**

Elizabeth Martinez (remote), Micah Stilwell

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### **I. Opening Items**

#### **A. Call the Meeting to Order**

Alicia Klein called a meeting of the Curriculum Advisory Committee of Making Waves Academy to order on Thursday Apr 29, 2021 at 10:35 AM.

#### **B. Record Attendance and Guests**

#### **C. Public Comment**

No public comment was made.

### **II. Curriculum**

#### **A. Introductions, Orientation to the Agenda, and Overview Focus for Spring Meeting**

CEO, Alton B. Nelson Jr. and Senior School Director, Dr. Evangelia Ward-Jackson shared an overview of the materials to be shared.

**B. Rigorous Instruction Presentation & Discussion**

Senior School Director, Dr. Evangelia Ward-Jackson, and Senior Director of Academic Instruction, Caitlin Shelburne, engaged in discussion about:

- schedule and approach for 2021-2022
- plan for use of funds for the Extended Learning Opportunity Grant
- introduction of new core social studies curriculum for grades 5th-8th and ethnic studies curriculum for all grades
- introduction of new diagnostic tool to support both compliance needs and progress towards standards
- fiscal impact of curriculum asks for the 2021-2022 school year

**C. Lunch Break**

**D. College and Career Counseling Presentation & Discussion**

Director of College and Career Counseling, Jon Siapno, engaged in discussion about:

- pre-reading documents included in the packet
- access and match strategy
- differentiation and scale
- test and learn proposal to integrate artificial intelligence bot to support with triage

**E. Day of Slides**

**III. Closing Items**

**A. Confirm Action Items, Exit Ticket, & Closing Thoughts**

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:27 PM.

Respectfully Submitted,  
Elizabeth Martinez

---

**Documents used during the meeting**

- Spring CRC Pre-Reading 4.29.21\_final.pdf
- 01. Curriculum Review Committee Cover Sheet for Pre-reading 04.14.2021 jss.pdf
- 02. 5-Year Comparison of UC\_CSU Eligibility Rates 04.23.2021 jss.pdf
- 03. Update on MWA and CAP Alignment 04.15.2021 jss.pdf
- 04. Applying Futures Thinking to College Admissions 04.08.2021 jss.pdf
- 05. Student Empathy Mapping 04.17.2021 jss.pdf
- 06. Innovations in College and Career Counseling 02.26.2021 jss.pdf
- 07. Advanced Placement (AP) Update 04.14.2021 jss.pdf
- 08. Course Section Projections for AY 2021-22 04.08.2021 jss.pdf

- 09. Curriculum Review Committee Slide Deck 04.14.2021 jss.pdf
- CRC Slides 4.29.21.pdf



# Coversheet

## Single Plan for Student Achievement Adoption (SPSA)

**Section:** IV. Action Items  
**Item:** E. Single Plan for Student Achievement Adoption (SPSA)  
**Purpose:** Vote  
**Submitted by:** Raynell Crews-Gamez  
**Related Material:**  
2020\_School\_Plan\_for\_Student\_Achievement\_Making\_Waves\_Academy\_20210428.pdf  
SPSA Summary 4.2021.pdf

**BACKGROUND:**

The School Site Council has reviewed and recommended the SPSA for approval.

**RECOMMENDATION:**

The School Site Council recommends that the MWA board review and approve the 2020-21 SPSA.

School Year: **2020-21**

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Making Waves Academy	07100740114470	March 4th 2021	March 11th 2021

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Making Waves Academy has written an LCP that depicts our approach to meeting all requirements listed in the ESSA. We administer 2 interim assessments, 3 diagnostics assessments and state assessments. We plan data cycles where teachers analyze the data, implement a re-teach and reflect on practice. Additionally, we have a schedule for finals, and formative assessments, which are delivered in all content areas.

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# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

The passage of NCLB imposes a number of significant new requirements on LEAs as conditions for funding provided at the state and local levels. Among these are reporting requirements designed to facilitate accountability for improving student academic performance, teacher quality, and school safety. As such, a needs assessment to determine strengths and weaknesses in these areas must be conducted.

In determining specific areas of need to be addressed in the Plan, the LEA has reviewed its demographics, test results, and resources. The majority of such information is readily available on the LEA's School Accountability Report Card (SARC), the Standardized Testing and Reporting (STAR) performance results, the ELPAC assessment results. This data is easily accessible via the Internet (see Appendix B for links to each of the Web sites that contain student and staff demographic information, SARC, STAR, ELPAC, and data). The LEA is expected to gather and review its own information from these resources to determine strengths and needs and to shape the planning process.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

We observe classrooms on a weekly and biweekly basis. Classrooms have been hosted 100 percent virtually this year and we have created virtual look fors. Teachers are working to provide engaging classrooms, where class discussions are vibrant, the chat feature is used and breakout rooms are a regular part of instruction. Teachers use the same rigorous curriculum that we have purchased and approved by our school board.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

State and local assessments are used to modify instruction and improve student achievement. Local assessments include: ANet (Math and ELA Interim Assessments), IXL (Math Diagnostic) and formative curriculum assessments. State assessments include: STAR Reading (Administered 3 times per year), IABs (Administered 2 times a year) and the SBAC, CAST and AP exams.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Teachers meet in content teams after each local assessment to review the data in the form of student work, reflect and re-teach as necessary. Built into this cycle is peer observations to observe teachers who teach with best practices.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All faculty receive professional development, have teacher plans to obtain their credentials and are working to meet their professional goals.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

MWA reviews the credentialing status of teachers regularly. Teachers are placed on "teacher plans" which support their trajectory of meeting requirements. Additionally, MWA hosts professional development every Friday, during all day Professional Development which is hosted 3 days per year and for two weeks in August. This professional development is vetted by multiple layers of leadership and the calendar is approved by our CEO yearly. Additionally, new curriculum is vetted through our Curriculum Review Committee, which meets in the fall and in the spring. When vetting new curriculum, MWA starts with the list of SBE approved instructional materials and hosts internal and external training on materials.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

MWA teachers consistently receive professional development and coaching towards standards. This starts with the use of standards aligned instructional materials, by which, implementation is monitored via observations, pacing guides, unit plans and coaching sessions.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

MWA has hired Content Leads and Grade Level Leads to coach and support teachers, Directors of Academic Instruction in the Humanities and Math Sciences to coach and evaluate teachers, a Director of Special Education and English Language Development Coordinator, who supports teachers in supporting the needs of their specific student groups, as well as a Director of Academic Support Services, who coaches teachers on best practices for intervention.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers collaborate in Grade Level teams and Content Teams bi-weekly. This collaboration includes looking at student work, planning from standards and learning new practices together.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Another component of the needs assessment should examine local needs for professional development and hiring. LEA teachers and administrators should participate in this process to identify activities that will provide:

- teachers with the subject matter knowledge and teaching skills to provide all students the opportunity to meet challenging state academic achievement standards, and
- principals the instructional leadership skills to help teachers provide all students the opportunity to meet the state’s academic achievement standards.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Making Waves Academy vets compliance to instructional minutes every year and is in compliance.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

In August, teachers created a pacing guide that schedules specific standards throughout the course of the year. These pacing guides are reviewed and approved by the Directors of Academic Instruction. Students are enrolled in Intervention classes that happen synchronously weekly, as well as English Language Development courses.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

All curriculum is standards aligned. We purchased new curriculum with the adoption of the CCSS, NGSS and ELD Standards. We look forward to purchasing new curriculum upon the approval of the new History Standards.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

MWA uses STAR and IXL to support our intervention courses as well as standards aligned instructional materials.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Underperforming students receive small group intervention classes, hosted by our interventionists. They also receive ELD support classes and all Middle School students can opt into our after school program for enrichment and tutoring.

## Evidence-based educational practices to raise student achievement

These instructional practices have been redefined to support a new virtual learning environment. MWA created an instructional engagement rubric which messages our expectations for engagement in the remote learning environment. In distance learning, our known instructional best practices are : Frequent use of the breakout room feature with participation accountability trackers created via google docs, participation in the chat, multiple opportunities for whole class discussion and one on one breakouts with an interventionist or RSP teachers to support specific learning needs.

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Families receive weekly phone calls from the school to share updates and information. Families have access to monthly parent meetings, which are hosted on Saturdays, additionally, parents receive frequent text messages with fliers and important information.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

We have parent wave representatives, an active School Site Council and ELAC committee, as well as a parent advisory group that speaks frequently with executive and schoolboard leadership.

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

## Fiscal support (EPC)

## Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The SPSA was written with the collaboration of all key areas of the school: Academic Instruction, Operations, Holistic Support Department and Academic Support Services Department. The SPSA was reviewed by the SSC on March 4th and the board on March 11th.



## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	0.13%	0.21%	0.29%	1	2	3
African American	7.30%	7.87%	7.93%	58	74	81
Asian	1.13%	1.6%	2.45%	9	15	25
Filipino	0.13%	0.11%	0.1%	1	1	1
Hispanic/Latino	89.18%	85.74%	86.19%	709	806	880
Pacific Islander	0.13%	0.43%	0.1%	1	4	1
White	0.50%	0.96%	0.78%	4	9	8
Multiple/No Response	1.38%	1.91%	2.15%	11	18	0
<b>Total Enrollment</b>				795	940	1,021

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Grade 5	112	168	166
Grade 6	112	167	167
Grade 7	110	112	170
Grade 8	110	112	112
Grade 9	113	104	112
Grade 10	87	107	101
Grade 11	80	87	106
Grade 12	71	83	87
<b>Total Enrollment</b>	795	940	1,021

### Conclusions based on this data:

- Overall student enrollment has increased over the past three years based on expansion and enrollment growth starting with 5th and 6th grade.
- There is a slight increase in diversity of enrollment based on the beginning of strategic recruitment efforts.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	155	216	246	19.5%	23.0%	24.1%
Fluent English Proficient (FEP)	535	581	600	67.3%	61.8%	58.8%
Reclassified Fluent English Proficient (RFEP)	87	24	28	44.8%	15.5%	13.0%

**Conclusions based on this data:**

1. The increased numbers of English Learners is proportionate to the increase in student population as the academy continues to gradually increase the number of students enrolled.
2. The increased number of Fluent English Proficient (FEP) students is proportionate to the increase in student population as the academy continued to gradually increase the number of students enrolled.
3. The decrease in the number of Reclassified (RFEP) students correlates with the rigorous shift in the school's reclassification criteria.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	112	111	167	112	111	167	112	111	167	100	100	100
Grade 6	112	112	170	112	111	169	112	111	169	100	99.1	99.4
Grade 7	112	110	111	112	110	111	112	110	111	100	100	100
Grade 8	113	108	112	113	108	112	113	108	112	100	100	100
Grade 11	68	80	87	68	80	87	68	80	87	100	100	100
All	517	521	647	517	520	646	517	520	646	100	99.8	99.8

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	2452.	2481.	2477.	6.25	9.91	11.98	21.43	33.33	29.34	19.64	21.62	24.55	52.68	35.14	34.13
Grade 6	2492.	2489.	2515.	8.04	5.41	13.61	29.46	27.03	28.40	24.11	31.53	31.95	38.39	36.04	26.04
Grade 7	2532.	2558.	2548.	8.93	13.64	9.01	32.14	38.18	40.54	29.46	30.00	28.83	29.46	18.18	21.62
Grade 8	2566.	2539.	2573.	12.39	5.56	15.18	37.17	26.85	39.29	28.32	40.74	24.11	22.12	26.85	21.43
Grade 11	2648.	2629.	2651.	33.82	31.25	39.08	45.59	37.50	39.08	17.65	25.00	16.09	2.94	6.25	5.75
All Grades	N/A	N/A	N/A	12.19	12.12	16.10	32.11	32.31	34.06	24.37	30.00	26.01	31.33	25.58	23.84

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	8.04	12.61	14.97	42.86	48.65	46.71	49.11	38.74	38.32
Grade 6	14.29	10.81	14.20	43.75	42.34	43.79	41.96	46.85	42.01
Grade 7	10.71	13.64	11.71	50.89	56.36	54.05	38.39	30.00	34.23
Grade 8	22.12	12.04	21.43	46.90	37.96	53.57	30.97	50.00	25.00
Grade 11	45.59	36.25	36.78	45.59	51.25	48.28	8.82	12.50	14.94
All Grades	17.99	15.96	18.27	46.03	47.12	48.61	35.98	36.92	33.13

<b>Writing</b>									
<b>Producing clear and purposeful writing</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 5</b>	13.39	18.92	18.56	50.89	54.05	50.30	35.71	27.03	31.14
<b>Grade 6</b>	11.61	9.91	21.30	46.43	54.95	62.13	41.96	35.14	16.57
<b>Grade 7</b>	23.21	32.73	27.03	52.68	52.73	63.06	24.11	14.55	9.91
<b>Grade 8</b>	27.43	14.81	27.68	51.33	60.19	62.50	21.24	25.00	9.82
<b>Grade 11</b>	54.41	38.75	60.92	38.24	51.25	36.78	7.35	10.00	2.30
<b>All Grades</b>	23.60	22.12	28.02	48.74	54.81	55.88	27.66	23.08	16.10

<b>Listening</b>									
<b>Demonstrating effective communication skills</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 5</b>	8.04	8.11	10.18	55.36	71.17	66.47	36.61	20.72	23.35
<b>Grade 6</b>	9.82	9.01	13.61	60.71	59.46	66.27	29.46	31.53	20.12
<b>Grade 7</b>	6.25	7.27	9.01	64.29	61.82	69.37	29.46	30.91	21.62
<b>Grade 8</b>	13.27	10.19	12.50	69.03	69.44	68.75	17.70	20.37	18.75
<b>Grade 11</b>	33.82	30.00	33.33	57.35	60.00	62.07	8.82	10.00	4.60
<b>All Grades</b>	12.57	11.92	14.40	61.70	64.62	66.72	25.73	23.46	18.89

<b>Research/Inquiry</b>									
<b>Investigating, analyzing, and presenting information</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
<b>Grade 5</b>	12.50	21.62	18.56	41.96	47.75	52.10	45.54	30.63	29.34
<b>Grade 6</b>	20.54	18.02	20.71	45.54	55.86	52.07	33.93	26.13	27.22
<b>Grade 7</b>	23.21	44.55	24.32	53.57	46.36	52.25	23.21	9.09	23.42
<b>Grade 8</b>	23.01	20.37	25.89	61.06	61.11	51.79	15.93	18.52	22.32
<b>Grade 11</b>	54.41	47.50	50.57	41.18	45.00	39.08	4.41	7.50	10.34
<b>All Grades</b>	24.37	29.42	25.70	49.32	51.54	50.31	26.31	19.04	23.99

**Conclusions based on this data:**

1. Making Waves Academy has a strong pool of data to analyze; assessment participation has been strong (99-100%) between 2016 to 2019, even with a significant increase in enrollment in 5th and 6th-grade classes during the 2018-2019 school year. Data is not available for 2019-2020 as schools were abruptly closed from March to the end of the school year due to a global pandemic. Instead, our school site used various Common Core-aligned formative and summative assessments to measure student progress.

The overall mean scale score ranges for grades 5th-12th are within the grade level ranges for the following academic years: 2016-2017, 2017-2018, and 2018-2019; however, they are largely stagnant, demonstrating little growth in the four assessment claims over the course of our eight-year program. Multi-year performance from 2016-2018, cumulatively, there was a 4.09% increase in students who exceeded the standard on the CAASPP, a 1.95 % increase in students who met the standard, a 1.64% increase in students who nearly met the standard and a 7.49% decrease in students who did not meet the standard.

2. 5th-grade data consistently shows multi-year growth in students performing above standard and consistent multi-year decreases, 10.79%, in students performing below standard. High school reading data, shows an increase in students performing below standard. Longitudinally, specific cohorts experienced growth each year. Ongoing instructional coaching that following the teaching and learning cycle would be integral to identifying gaps in instruction and sharing best practices. In 2017-2018, all grades (except for 7th grade) showed an increase in students performing above standard which can be attributed to increased fidelity to literacy initiatives and partnerships. This data reveals a need for structured, foundational reading support outside of Tier 1 scaffolds, modifications, accommodations, and instructional supports geared for elementary, middle school, secondary, and adult readers. If data is analyzed by student group and academic year, each year the percentage of students 'below standard' has decreased, but not significantly.
3. Writing, listening and research/inquiry skills are consistently stronger than reading skills for all students assessed, with over 50% of students 'at or near standard' in 2018-2019. Grade 11 (assessments were taken by 9th-12th grade students) demonstrated especially strong skills in listening and communication with over 80% of students scoring above or at/near standard. Similarly, over 75% of students were above or at/near standard for Research/Inquiry. Over half of students in 5th-8th grade performed 'at or near standard', but were almost evenly distributed between above and below standard.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	112	111	167	112	111	167	112	111	167	100	100	100
Grade 6	112	112	170	112	111	169	112	111	169	100	99.1	99.4
Grade 7	112	110	111	112	110	111	112	110	111	100	100	100
Grade 8	113	108	112	113	108	112	113	108	112	100	100	100
Grade 11	68	80	87	68	80	87	68	80	87	100	100	100
All	517	521	647	517	520	646	517	520	646	100	99.8	99.8

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	2435.	2471.	2457.	5.36	14.41	4.79	4.46	12.61	12.57	24.11	26.13	37.13	66.07	46.85	45.51
Grade 6	2468.	2470.	2493.	6.25	3.60	10.06	8.93	9.01	18.34	38.39	41.44	30.18	46.43	45.95	41.42
Grade 7	2495.	2540.	2491.	4.46	15.45	5.41	16.07	23.64	12.61	32.14	31.82	36.94	47.32	29.09	45.05
Grade 8	2517.	2488.	2526.	11.50	6.48	17.86	13.27	9.26	13.39	26.55	25.93	19.64	48.67	58.33	49.11
Grade 11	2605.	2586.	2599.	5.88	11.25	19.54	38.24	22.50	20.69	35.29	25.00	26.44	20.59	41.25	33.33
All Grades	N/A	N/A	N/A	6.77	10.19	10.53	14.31	15.00	15.33	30.95	30.38	30.80	47.97	44.42	43.34

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	5.36	18.02	8.38	12.50	24.32	32.34	82.14	57.66	59.28
Grade 6	8.11	7.21	13.61	34.23	27.03	36.09	57.66	65.77	50.30
Grade 7	7.14	29.09	8.11	33.93	28.18	27.93	58.93	42.73	63.96
Grade 8	13.27	7.41	19.64	32.74	24.07	23.21	53.98	68.52	57.14
Grade 11	19.12	21.25	29.89	50.00	35.00	22.99	30.88	43.75	47.13
All Grades	9.88	16.35	14.55	31.20	27.31	29.72	58.91	56.35	55.73

<b>Problem Solving &amp; Modeling/Data Analysis</b>									
<b>Using appropriate tools and strategies to solve real world and mathematical problems</b>									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	7.14	11.71	5.39	30.36	39.64	45.51	62.50	48.65	49.10
Grade 6	8.93	3.60	10.65	33.04	44.14	43.20	58.04	52.25	46.15
Grade 7	5.36	14.55	11.71	53.57	50.91	43.24	41.07	34.55	45.05
Grade 8	15.93	7.41	21.43	38.05	44.44	36.61	46.02	48.15	41.96
Grade 11	14.71	18.75	22.99	64.71	47.50	52.87	20.59	33.75	24.14
All Grades	10.06	10.77	13.00	42.17	45.19	43.96	47.78	44.04	43.03

<b>Communicating Reasoning</b>									
<b>Demonstrating ability to support mathematical conclusions</b>									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	4.46	10.81	5.39	32.14	51.35	44.31	63.39	37.84	50.30
Grade 6	8.93	7.21	15.38	34.82	46.85	43.20	56.25	45.95	41.42
Grade 7	8.04	17.27	7.21	52.68	63.64	60.36	39.29	19.09	32.43
Grade 8	14.16	7.41	22.32	53.98	43.52	38.39	31.86	49.07	39.29
Grade 11	16.18	16.25	22.99	75.00	65.00	45.98	8.82	18.75	31.03
All Grades	9.86	11.54	13.62	47.58	53.46	45.98	42.55	35.00	40.40

**Conclusions based on this data:**

1. Assessment participation has been strong (99.1-100%) between 2016 to 2019, even with a significant increase in enrollment in 5th and 6th-grade classes during the 2018-2019 school year. Data is not available for 2019-2020 as schools were abruptly closed from March to the end of the school year due to a global pandemic. Instead, our school site used various Common Core-aligned formative and summative assessments to measure student progress. Multi-year performance from 2016 to 2018 on the Math CAASPP assessment, cumulatively, there was a 3.76% increase in students who exceeded the standard, a 1.03 % increase in students who met the standard, a 0.15% decrease in students who nearly met the standard and a 4.63% decrease in students who did not meet the standard.
2. Concepts and procedures is consistently the strongest claim regarding % above standard performance, but the lowest regarding % below standard. This data reveals a need for structured, foundational math support that is targeted towards helping students apply mathematical concepts and procedures.
3. 5th and 7th grade student’s performance is the lowest in the % standard exceeded with regards to overall achievement as well as within each claim during the 2016-17 and 2018-19 academic years. However, both grades performed significantly better in the % standard exceeded relative to grades 6, 8, and 11 during the 2017-18 academic year. Ongoing instructional coaching that follows the teaching and learning cycle would be integral to identifying gaps in instruction and sharing best practices as it relates to the varied student success experienced.



# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade 5	1529.3	1511.4	1532.1	1508.3	1525.9	1514.1	43	56
Grade 6	1513.8	1530.7	1513.8	1527.7	1513.3	1533.2	32	62
Grade 7	1546.5	1538.5	1543.8	1535.3	1548.6	1541.0	25	31
Grade 8	1546.8	1555.0	1538.3	1544.8	1554.9	1564.5	22	22
Grade 9	*	1592.5	*	1596.8	*	1587.6	*	20
Grade 10	*	*	*	*	*	*	*	8
Grade 11	*	*	*	*	*	*	*	*
Grade 12		*		*		*		*
All Grades							133	201

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	32.56	7.14	60.47	35.71	*	53.57		3.57	43	56
6	*	8.06	53.13	62.90	*	29.03	*	0.00	32	62
7	44.00	6.45	44.00	61.29	*	32.26		0.00	25	31
8	*	22.73	*	50.00	*	22.73		4.55	22	22
9	*	40.00	*	45.00	*	10.00		5.00	*	20
10	*	*	*	*		*		*	*	*
All Grades	30.83	14.93	51.13	50.25	15.79	32.84	*	1.99	133	201

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	60.47	23.21	37.21	60.71	*	12.50		3.57	43	56
6	37.50	37.10	46.88	48.39	*	14.52	*	0.00	32	62
7	48.00	29.03	52.00	58.06		9.68		3.23	25	31
8	59.09	27.27	*	50.00	*	22.73		0.00	22	22
9	*	65.00	*	25.00	*	10.00		0.00	*	20
10	*	*	*	*		*		*	*	*
All Grades	51.88	35.32	41.35	50.25	*	12.94	*	1.49	133	201

<b>Written Language</b>										
<b>Percentage of Students at Each Performance Level for All Students</b>										
<b>Grade Level</b>	<b>Level 4</b>		<b>Level 3</b>		<b>Level 2</b>		<b>Level 1</b>		<b>Total Number of Students</b>	
	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>
<b>5</b>	*	1.79	46.51	8.93	27.91	73.21	*	16.07	43	56
<b>6</b>		3.23	*	25.81	40.63	62.90	43.75	8.06	32	62
<b>7</b>	*	0.00	*	29.03	*	61.29	*	9.68	25	31
<b>8</b>	*	18.18	*	27.27	*	45.45	*	9.09	22	22
<b>9</b>		15.00	*	40.00	*	40.00	*	5.00	*	20
<b>10</b>	*	*	*	*		*		*	*	*
<b>All Grades</b>	18.80	5.97	30.83	23.88	30.08	60.20	20.30	9.95	133	201

<b>Listening Domain</b>									
<b>Percentage of Students by Domain Performance Level for All Students</b>									
<b>Grade Level</b>	<b>Well Developed</b>		<b>Somewhat/Moderately</b>		<b>Beginning</b>		<b>Total Number of Students</b>		
	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	
<b>5</b>	62.79	7.14	34.88	83.93	*	8.93	43	56	
<b>6</b>	*	17.74	68.75	72.58	*	9.68	32	62	
<b>7</b>	*	9.68	64.00	67.74	*	22.58	25	31	
<b>8</b>	*	18.18	50.00	59.09	*	22.73	22	22	
<b>9</b>	*	15.00	*	75.00		10.00	*	20	
<b>All Grades</b>	38.35	14.43	54.14	73.13	*	12.44	133	201	

<b>Speaking Domain</b>									
<b>Percentage of Students by Domain Performance Level for All Students</b>									
<b>Grade Level</b>	<b>Well Developed</b>		<b>Somewhat/Moderately</b>		<b>Beginning</b>		<b>Total Number of Students</b>		
	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	<b>17-18</b>	<b>18-19</b>	
<b>5</b>	74.42	58.93	*	37.50	*	3.57	43	56	
<b>6</b>	68.75	54.84	*	43.55		1.61	32	62	
<b>7</b>	88.00	61.29	*	35.48		3.23	25	31	
<b>8</b>	90.91	63.64	*	36.36		0.00	22	22	
<b>9</b>	*	100.00	*	0.00		0.00	*	20	
<b>All Grades</b>	78.95	64.68	20.30	33.33	*	1.99	133	201	

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	*	8.93	60.47	66.07	*	25.00	43	56
6	*	4.84	*	45.16	81.25	50.00	32	62
7	*	0.00	*	58.06	48.00	41.94	25	31
8	*	22.73	*	45.45	*	31.82	22	22
9	*	20.00	*	75.00	*	5.00	*	20
<b>All Grades</b>	21.05	9.95	34.59	57.21	44.36	32.84	133	201

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	27.91	0.00	69.77	87.50	*	12.50	43	56
6	*	24.19	93.75	75.81		0.00	32	62
7	44.00	6.45	52.00	93.55	*	0.00	25	31
8	*	4.55	59.09	90.91		4.55	22	22
9	*	20.00	*	80.00		0.00	*	20
<b>All Grades</b>	27.82	11.94	70.68	84.08	*	3.98	133	201

**Conclusions based on this data:**

1. Most English Learners continue to be in either the 5th or 6th grade. The majority of English Learners reclassify by the 8th grade.
2. The Overall Language Performance Level half of the English Learners continue to score is Level 3. This demonstrated the consistent support of the English Language Development program.
3. The speaking and writing domains continue to be areas of strength for English Learners and the oral and reading domains continue to be areas of growth for English Learners.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>940</b>	<b>86.1</b>	<b>23.0</b>	<b>0.2</b>

This is the total number of students enrolled.

This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.

This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.

This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	216	23.0
Foster Youth	2	0.2
Homeless	7	0.7
Socioeconomically Disadvantaged	809	86.1
Students with Disabilities	53	5.6

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	74	7.9
American Indian	2	0.2
Asian	15	1.6
Filipino	1	0.1
Hispanic	806	85.7
Two or More Races	11	1.2
Pacific Islander	4	0.4
White	9	1.0







**Conclusions based on this data:**

1. MWA is becoming a more diverse community.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p><b>English Language Arts</b></p>  <p>Green</p>	<p><b>Graduation Rate</b></p>  <p>Blue</p>	<p><b>Suspension Rate</b></p>  <p>Yellow</p>
<p><b>Mathematics</b></p>  <p>Orange</p>	<p><b>Chronic Absenteeism</b></p>  <p>Yellow</p>	
<p><b>College/Career</b></p>  <p>Yellow</p>		

### Conclusions based on this data:

1. Our graduation rate is consistently high. We believe that this is due to rigorous progress monitoring for A-G requirements and effective case management of our advisors.
2. Overall, we have seen significant reductions in chronic absenteeism at MWA.
3. Overall, we have seen significant reductions in suspension rates at MWA.

# School and Student Performance Data

## Academic Performance English Language Arts

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Green</p> <p>1.3 points below standard</p> <p>Increased ++9.5 points</p> <p>641</p>	<p><b>English Learners</b></p> <p>Yellow</p> <p>24.9 points below standard</p> <p>Increased ++9.8 points</p> <p>381</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>0.4 points above standard</p> <p>Increased ++11.3 points</p> <p>544</p>	<p><b>Students with Disabilities</b></p> <p>Red</p> <p>109 points below standard</p> <p>Declined Significantly -24.8 points</p> <p>39</p>

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity			
<p><b>African American</b></p>  <p>Orange</p> <p>37.6 points below standard</p> <p>Maintained ++0.1 points</p> <p>52</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>92.1 points above standard</p> <p>13</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Green</p> <p>0.1 points above standard</p> <p>Increased ++9.9 points</p> <p>538</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>10</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>8</p>

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners		
<p><b>Current English Learner</b></p> <p>74.9 points below standard</p> <p>Maintained ++1.9 points</p> <p>185</p>	<p><b>Reclassified English Learners</b></p> <p>22.3 points above standard</p> <p>Increased Significantly ++28.3 points</p> <p>196</p>	<p><b>English Only</b></p> <p>20.5 points below standard</p> <p>Increased ++7.4 points</p> <p>106</p>

**Conclusions based on this data:**

- Overall, the student population has seen growth from the previous year, but remains 1.3 points below standard. The significant performance increase of English Language Learners may be attributed to several factors: focused recruitment and family involvement in governing bodies such as School Site Council (SSC) and the English Learning Advisory Committee (ELAC). Education and advocacy have led to integrated literacy instruction, the implementation of Lexia for intensive grammar support, and purposeful collaboration between the Intervention Department and Special Education Department for students with dual language and learning needs. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. Currently, students work in small groups with a trained Resource Specialist; however, the data points to the continued need for instructional coaching to improve the competencies of Tier I teachers around appropriate accommodations and modifications, more focused instruction time outside of pullout support, and scheduled asynchronous support (2-3 45 minute sessions per week).
- The data for African-American students shows no growth and remains almost 40 points below standard. In response to this trend, the Black Parent Advisory Committee will continue to focus on Black performance and achievement. The Black African-American Student Achievement Initiative will continue to expand its focus to instructional coaching with a focus on culturally sustaining pedagogy, professional development with Black authors, academic mentoring, providing free tickets to events such as the Black College fair in Oakland, and an overall focus on family and community engagement.

3. Students who were classified as 'Reclassified English Learners' outperformed 'Current English Learners' and monolingual students both in terms of distance to standard and improved performance from the previous year. Students who took English Language Development classes participated in intensive novel studies, explicitly practicing reading and writing skills, and meeting strict reading, writing, and summative assessment criteria prior to being reclassified. Additionally, students and intervention teachers are monitoring and analyzing academic progress and sharing information regarding. General education programming will implement similar progress monitoring benchmarks such as weekly formative assessments and school-wide use of interim assessment via the CAASPP platform.



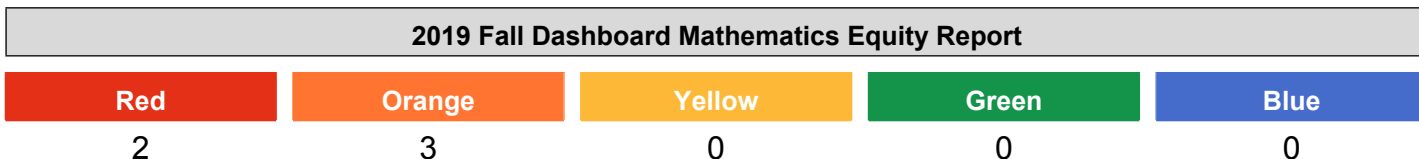
# School and Student Performance Data

## Academic Performance Mathematics

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p> Orange 61.6 points below standard Maintained ++0.4 points 641	<p><b>English Learners</b></p> Orange 79.2 points below standard Maintained ++2 points 381	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p> No Performance Color Less than 11 Students - Data Not Displayed for Privacy 9	<p><b>Socioeconomically Disadvantaged</b></p> Orange 60.7 points below standard Maintained ++2 points 544	<p><b>Students with Disabilities</b></p> Red 153.1 points below standard Declined Significantly -16.3 points 39

2019 Fall Dashboard Mathematics Performance by Race/Ethnicity			
<b>African American</b>  Red 103.4 points below standard Declined -4.4 points 52	<b>American Indian</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	<b>Asian</b>  No Performance Color 41.7 points above standard 13	<b>Filipino</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
<b>Hispanic</b>  Orange 60.2 points below standard Maintained ++1.2 points 538	<b>Two or More Races</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 10	<b>Pacific Islander</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<b>White</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 8

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners		
<b>Current English Learner</b> 121.7 points below standard Maintained -0.5 points 185	<b>Reclassified English Learners</b> 39 points below standard Increased ++14.8 points 196	<b>English Only</b> 79.3 points below standard Maintained -2 points 106

**Conclusions based on this data:**

- Overall, the student population has seen growth from the previous year, but remains 61.6 points below standard. English Learners and Socioeconomically Disadvantaged student groups were able to increase their overall performance by 2 points which may be attributed to more targeted intervention services that are integrated into the core day as well as purposeful collaboration between Math teachers and other disciplines. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. The data highlights the continued need for instructional coaching to improve the competencies of Tier I teachers around appropriate accommodations and modifications, more focused instruction time outside of pullout support, and scheduled asynchronous support (2-3 45 minute sessions per week).
- The data for African-American students shows a decline of 4.4 points, further pushing the gap to 103.4 points below standard. In response to this trend, the Black African-American Student Achievement Initiative will continue to expand its focus to instructional coaching with a focus on culturally responsive pedagogy, professional development, academic mentoring, and an overall focus on family and community engagement.
- Students who are classified as 'Reclassified English Learners' outperformed 'Current English Learners' and 'English Only' students both in terms of distance to standard and improved performance from the previous year. Students who take English Language Development classes participate in intensive novel studies, explicitly practice reading and writing skills, and must meet strict reading, writing, and summative assessment criteria prior to being reclassified. Additionally, students and intervention teachers are monitoring and analyzing academic progress. General education

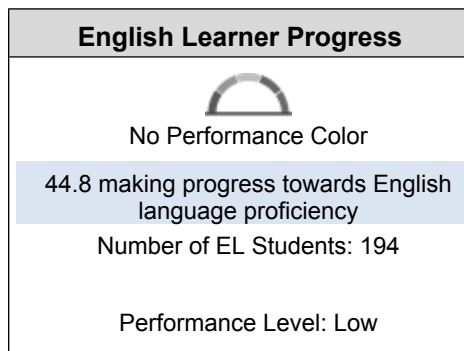
programming will implement similar progress monitoring benchmarks such as weekly formative assessments and school-wide use of interim assessment via the CAASPP platform.

# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
24.2	30.9	3.0	41.7

**Conclusions based on this data:**

1. Most English Learners progressed at least one ELPI level in 2019. This demonstrates most English Learners continue to make progress toward English language proficiency.
2. Currently, 44.8% of English Learners are making progress toward English language proficiency. As a result, the academy continues to prioritize English Language Development instructional strategies throughout all instruction.
3. English Learners who decreased one ELPI level or maintained an ELPI level 1-3 demonstrate the importance of ongoing English Language Development instruction for students and professional development for teachers.

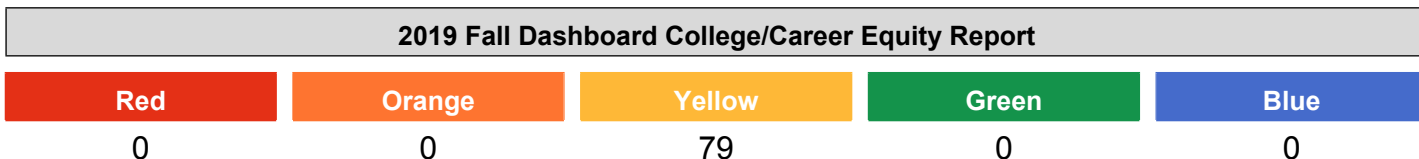
# School and Student Performance Data

## Academic Performance College/Career

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

2019 Fall Dashboard College/Career for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>60.8</p> <p>Declined -10.1</p> <p>79 Students</p>	<p><b>English Learners</b></p> <p>No Performance Color</p> <p>20.0</p> <p>Declined -48.8</p> <p>15 Students</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>3 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Yellow</p> <p>59.4</p> <p>Declined -11.2</p> <p>69 Students</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>

2019 Fall Dashboard College/Career by Race/Ethnicity			
<b>African American</b>	<b>American Indian</b>	<b>Asian</b>	<b>Filipino</b>
 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 5 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students
<b>Hispanic</b>	<b>Two or More Races</b>	<b>Pacific Islander</b>	<b>White</b>
 Yellow 61.6 Declined -10.9 73 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students	 No Performance Color Less than 11 Students - Data Not Displayed for Privacy 0 Students

This section provides a view of the percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.

2019 Fall Dashboard College/Career 3-Year Performance		
<b>Class of 2017</b>	<b>Class of 2018</b>	<b>Class of 2019</b>
70.8 Prepared	70.8 Prepared	60.8 Prepared
23.6 Approaching Prepared	23.6 Approaching Prepared	38 Approaching Prepared
5.6 Not Prepared	5.6 Not Prepared	1.3 Not Prepared

**Conclusions based on this data:**

- In 2019, while Making Waves Academy increased the overall percentage of students identified as being either "prepared" or "approaching prepared" compared to the prior year, the percentage of students identified as being "prepared" declined by approximately 10%. The College and Career Readiness Indicator (CCI) measures a student's completion of rigorous coursework, passing challenging exams, or receiving a state seal. The data suggests that an internal study be performed to gather information and identify themes on the following measures that contribute to a student's preparedness level at Making Waves Academy: Grade 11 Smarter Balanced Summative Assessments in ELA and mathematics, Career Technical Education (CTE) Pathway Completion, Advanced Placement exams, College Credit Courses (formerly called Dual Enrollment), A-G completion, and the State Seal of Biliiteracy.

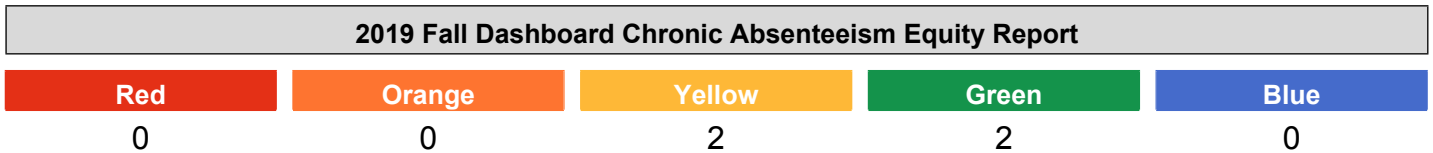
# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>7.6</p> <p>Maintained -0.1</p> <p>564</p>	<p><b>English Learners</b></p> <p>Green</p> <p>9.4</p> <p>Declined -0.8</p> <p>191</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>7</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>7.2</p> <p>Declined -0.5</p> <p>475</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>8.8</p> <p>Declined -12.6</p> <p>34</p>

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity			
<b>African American</b>  Yellow 16.7 Declined -3.3 48	<b>American Indian</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 2	<b>Asian</b>  No Performance Color 8.3 12	<b>Filipino</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 1
<b>Hispanic</b>  Yellow 6.8 Maintained +0.3 472	<b>Two or More Races</b>  No Performance Color 5.6 18	<b>Pacific Islander</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 4	<b>White</b>  No Performance Color Less than 11 Students - Data Not Displayed for Privacy 7

**Conclusions based on this data:**

1. Overall, we have seen significant reductions in chronic absenteeism at MWA.
2. Notable improvements were made in our African-American student populations, with a more than 3% reduction in chronic absenteeism compared to the prior year.
3. Substantial improvements were made in our students with disabilities population, with a nearly 13% reduction in chronic absenteeism compared to the prior year.



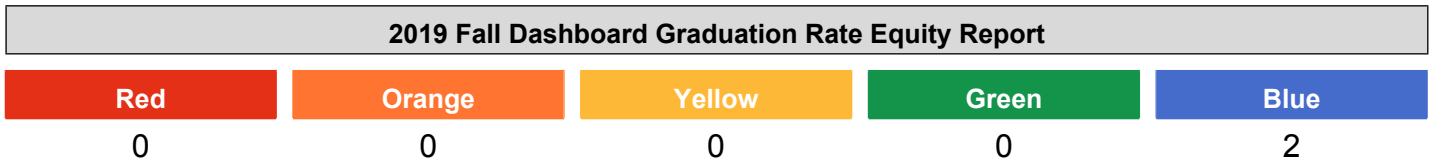
# School and Student Performance Data

## Academic Engagement Graduation Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about students completing high school, which includes students who receive a standard high school diploma or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Blue</p> <p>98.8</p> <p>Increased +4.1</p> <p>81 Students</p>	<p><b>English Learners</b></p> <p>No Performance Color</p> <p>100</p> <p>Maintained 0</p> <p>15 Students</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>3 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Blue</p> <p>98.6</p> <p>Increased +4.2</p> <p>71 Students</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>

2019 Fall Dashboard Graduation Rate by Race/Ethnicity			
<p><b>African American</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>0 Students</p>
<p><b>Hispanic</b></p>  <p>Blue</p> <p>98.7</p> <p>Increased +3.3</p> <p>75 Students</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>0 Students</p>

This section provides a view of the percentage of students who received a high school diploma within four years of entering ninth grade or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate by Year	
<b>2018</b>	<b>2019</b>
94.7	98.8

**Conclusions based on this data:**

- In 2019, Making Waves Academy saw a 98.8% graduation rate for all students, representing an increase of 4.1% compared to the prior year. Said differently, 98.8% of MWA graduates completed the A-G requirements for admission eligibility at California State University (CSU) and University of California (UC) campuses. This suggests that MWA has the structures in place that can enable its students to complete the rigorous coursework required in order to access public higher education in our state. An internal study could benefit the school by identifying the degree to which each support program impacts high school graduation and A-G completion rates.

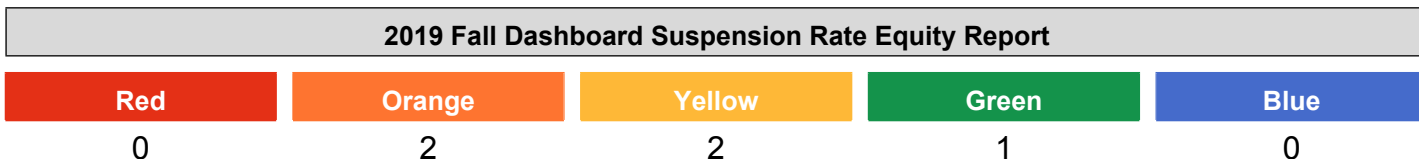
# School and Student Performance Data

## Conditions & Climate Suspension Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>6</p> <p>Declined -0.6</p> <p>952</p>	<p><b>English Learners</b></p> <p>Yellow</p> <p>5</p> <p>Declined Significantly -2</p> <p>222</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>3</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>13</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Yellow</p> <p>5.5</p> <p>Declined -1.2</p> <p>819</p>	<p><b>Students with Disabilities</b></p> <p>Orange</p> <p>9.1</p> <p>Declined -6.1</p> <p>55</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity			
<p><b>African American</b></p>  <p>Orange</p> <p>14.7</p> <p>Declined -7.7</p> <p>75</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>6.7</p> <p>15</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Green</p> <p>4.4</p> <p>Declined -0.6</p> <p>817</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>13.3</p> <p>30</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>8</p>

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year		
2017	2018	2019
	6.6	6

**Conclusions based on this data:**

- Overall, we have seen significant reductions in suspension rates at MWA.
- Notable improvements were made in our African-American student population, with a nearly 8% reduction in suspensions, and with our EL population with a 2% reduction in suspensions compared to the prior year.
- Substantial improvements were made in our students with disabilities population, with over a 6% reduction in suspensions compared to the prior year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Academic Achievement with a Focus on Critical Learners and Instructional Coaching

## LEA/LCAP Goal

Making Waves will actively address the predictability of student achievement data based on race, disability, and access. African-American students and students with special education designations will be at least 'at or near standard' in Reading and Writing, with continued growth each year, as monitored by common interim benchmarks and CAASPP summative assessments.

## Goal 1

Establish a cadence for reading and writing data collection and analysis for all students in all Content Lead meetings. Using qualitative and quantitative data, the teaching and learning cycle will be followed to determine intervention needs, instructional pivots, and next steps for instructional coaching. Our goal is that 100% of students will be reading and writing, minimally, 'At/Near Standard' as measured by CAASPP summative assessments by the time they enter the 9th grade.

## Identified Need

Goal 1 shows a need to implement frequent opportunities for teachers and administrators to engage with data and create dynamic action plans and instructional priorities for critical learners.

(1) According to the 2019 Dashboard, the data for African-American students shows no growth on California summative assessments and remains almost 40 points below standard. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. (2) Additionally, CAASP data shows that reading data has been stagnant for all students for three consecutive years for all grades. The distribution of students 'At or Near Standard' is less than 50% of all grades and over a third of the students tested, in all grades, are 'Below Standard'. (3) Intensive writing instruction is needed in 5th-8th grade, but close to 80% of students perform 'At or Above standard' in Listening. Around 50% of students at "At or Near Standard" in writing, showing improvement over time, but showing significant growth each year.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Longitudinal CAASPP data from 2015-2016 to 2018-2019 for all students	1. From 2015-2016 to 2018-2019, over 75% of 5th-grade students performed below grade level with small, but incremental growth each year. 2. From 2015-2016 to 2018-2019, over 80% of 6th-grade students performed below grade level with small, but incremental growth each year.	We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of Academic Instruction for the Humanities and Math/Science

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	<p>3. From 2015-2016 to 2018-2019, over 75% of 7th-grade students performed below grade level with small, but incremental growth each year.</p> <p>4. From 2015-2016 to 2018-2019, over 70% of 8th-grade students performed below grade level with small, but incremental growth each year.</p> <p>5. From 2015-2016 to 2018-2019, high school students tested at or above grade level in English Language Arts with a 20% decrease in students performing below grade level after 2015-2016 and incremental decreases in successive years.</p>	<p>and an Academic Instruction Team.</p>
<p>Longitudinal CAASPP data from 2015-216 to 2018-2019 for Hispanic/Latinx students</p>	<p>1. From 2015-2016 to 2018-2019, over 80% of 5th-grade students performed below grade level.</p> <p>2. From 2015-2016 to 2018-2019, over 80% of 6th-grade students performed below grade level.</p> <p>3. From 2015-2016 to 2018-2019, over 70% of 7th-grade students performed below grade level.</p> <p>4. From 2015-2016 to 2018-2019, over 70% of 8th-grade students performed below grade level.</p> <p>5. From 2015-2016 to 2018-2019, over 70% of high school students performed above grade level.</p> <p>High school enrollment, and the number of students who were tested, decreased each year. Middle school enrollment is historically higher. The number of students tested ranged from 2-81.</p>	<p>We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of Academic Instruction for the Humanities and Math/Science and an Academic Instruction Team.</p>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Longitudinal CAASPP data from 2015-216 to 2018-2019 for African-American (AA) students	<ol style="list-style-type: none"> <li>1. From 2015-2016 to 2018-2019, over 60% of 5th-grade students performed above grade level.</li> <li>2. From 2015-2016 to 2018-2019, over 60% of 6th-grade students performed above grade level.</li> <li>3. From 2015-2016 to 2018-2019, over 70% of 7th-grade students performed above grade level.</li> <li>4. From 2016-2017 to 2017-2018, students performing at or above standard increased from 85%-90%.</li> <li>5. A sharp increase in students performing at or above grade level (88%) occurred between 2017-2018 and 2018-2019.</li> <li>6. Over 50% of high school students performed at or above grade level; however, the number of students tested was low (4-18 students).</li> </ol>	We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of Academic Instruction for the Humanities and Math/Science and an Academic Instruction Team.
Longitudinal CAASPP data from 2015-216 to 2018-2019 for RFEP, ELL, and EO students.	Students who are reclassified as English fluent or English Learners outperformed students who were English for four consecutive school years.	With an increase in enrollment, we expect to see this trend remain consistent.
Comparative CAASPP data from 2017-2018 and 2018-2019 (no data is available for 2019-2020) for Hispanic/Latinx and African-American s students	26-36% of Hispanic/Latinx student score below standard in Reading and Listening. Almost 50% of African-American students scored 'Below Standard' for Reading, Writing and Listening.	

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Establish a school-wide approach to instructional coaching driven by departmental instructional priorities and California's Common Core State Standards with a focus on: culturally sustaining pedagogies, data-driven instruction, and alignment of content standards and focus skills.

**Strategy/Activity**

1. Teachers use Common Core Standards to guide instruction. DAIs will ensure that all teachers have access to professional development around the effective use of their print and digital curriculum.
2. Directors of Academic Instruction (DAIs) for the Humanities and Math/Science support teachers in creating standards-aligned scopes and sequence, syllabi, and unit plans for core courses.
3. DAIs will use standards-based literacy strategies and identify common assessments as the curriculum benchmarks for all students.
4. DAIs will establish a cadence of interim assessments, data analysis, and classroom observations to identify best practices and the implementation of strategies towards instructional priorities.
5. DAIs will create a Year-At-A-Glance (YAAG) of all assessments, observation cycles, and data dives.
6. Data and approaches to intervention/student support will be triangulated with the Intervention and Special Education Department.
7. High-level data will be gathered and share with the Senior Director of Instruction, Senior Director, and Chief Executive Officer.
8. DAIs will attend and plan training on culturally responsive and sustaining teaching methods.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
20,000	Title I 4000-4999: Books And Supplies A. Textbooks and core materials and other Instructional Materials and Supplies
30,000	Title I 1000-1999: Certificated Personnel Salaries B. Salary/hourly wages for teachers
5,000	Title I 1000-1999: Certificated Personnel Salaries C. Salary/hourly for Counselors

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Identify and monitor school-wide progress, with an emphasis on African-American students and student with special education designations, towards mastery of instructional priorities as identified by interim assessments, CAASPP summative assessments, and state-approved instructional materials and strategies.

**Strategy/Activity**

1. Standards-aligned, scientific research-based language arts materials are in place in classrooms, including replacement of consumable materials on an annual basis.



2. The Middle School and Upper School use Accelerated Reader(AR) and STAR as part of an individualized approach to teaching reading. Springboard standards-aligned pacing charts are used to guide instruction.
3. All teachers will be trained in how to create, customize, read, and respond to instructional priorities using AR, STAR, and CAASPP data.
4. Teachers will use Common Core aligned, grade-level assessments and give students feedback on their progress and areas of improvement.
5. Interim assessments via the CAASPP platform will be used to provide more frequent checks for understanding.
6. All teachers will use a research-based MWA lesson plan format, which cites standards, Criteria for Success, accommodations, modifications, etc. for each lesson. Teachers will collect work samples from critical learners and meet with Content Leads to discuss strategies to support students towards mastery.
7. Grade and content level teachers will approach literacy, specifically reading and writing, using an interdisciplinary approach.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5,000	Title I 4000-4999: Books And Supplies A. Cost of Materials
22,968	Title I 4000-4999: Books And Supplies B. Cost textbooks and other instructional Materials

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Extended learning time will be identified, systemically incorporated into course schedules, and utilized for critical learners.

**Strategy/Activity**

1. MWA was designed specifically to extend learning time for students (10 hour days). MWA’s 15 hour/week extended day is divided into two components. During learning center time, core teachers work with the students on their areas of deficiency or in supporting students with accelerated work. Aligned with the philosophy of supporting the whole child, the enrichment portion of after-school offers performing and visual arts, homework support, sports and games, mural work, poetry in motion, and gardening and nutrition classes.
2. Tier 3 students receive an average of 108 hours of additional support from academic interventionists. The high school has incorporated 120 minutes (Marlin Hour) a week to support Tier 3 students with additional support from academic interventionists.
3. Tier 3 students receive remediation from highly qualified Interventionists, led and trained by the Director of Intervention Services, during the core day and Marlin Hours (high school program).

4. Students with special education designations received one-to-one and/or small group support in the form of push-in services during core classes, pull-out services during core classes, small group support during scheduled asynchronous or intervention blocks, or intensive intervention blocks.
5. Tier 2 students receive grade-level intervention from Tier I teachers and support during Marlin Hour.
6. General education students receive additional homework and tutoring support after school from school-supported tutoring staff.
7. Advanced students receive accelerated and enrichment programming during core-day (Marlin Hour) and Saturday programming (i.e. AP Support in the Upper School)
8. APEX and other online programs are assigned after extensive intervention meetings with the Special Education Director, Intervention Director, Tier I teachers, families, and the appropriate academic support staff.
9. General education teachers will adapt late/missing work policies to consider student need and curriculum access.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

28,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly wages for teachers

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

In light of the transition to remote learning, the school's 21st-century learning goals, and the school's 1:1 technology program, we want to ensure that all students have access to and understand how to use all learning platforms, educational software, educational apps, etc. in a way that supports progress towards mastery of Common Core Standards and CAASPP reading, writing, and listening standards. Educational and applied technology is integral to closing the opportunity gap for all students.

**Strategy/Activity**

1. Once a reopening plan is solidified, we are prepared to use our two computer labs of 25 computers each installed with educational software. To give learners additional flexibility, 6 mobile laptop carts with 20 or 25 computers will be available to all students.
2. Teachers and students were surveyed throughout the academic year to ensure that they had access to technology, could adequately use educational technology, or to assess if additional support communication or services were needed.
3. A variety of educational software was approved and to support self-paced learning.
4. The adoption of educational software in audited for effectiveness, the ability for progress monitoring, and ease of adoption to strengthen foundational Math and English skills.
5. Every classroom is equipped with an Interactive White Board and MWA also utilizes Multiple Student Response (MSR) technology to gauge student understanding in real time.

5. Faculty, students, and families receive formal and information educational technology professional development from the full-time Director of Applied Technology.
6. PowerSchool helps teachers align student test scores, grades, homework with parent communication programs.
7. Special Education department and general education teachers utilize text-to-speech tool to support all learners.
8. Several staff members at the middle and high school level have been certified in Blended Learning through Leading Edge Certification.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

25,000

Title I  
4000-4999: Books And Supplies  
A. Education software

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

The Academic Instruction Team will establish a cadence of differentiated, ongoing individual, content-based, and school-wide instructional coaching cycles.

Strategy/Activity

1. The Academic Instruction Team will meet bi-weekly to align on the week's instructional goals and set deadlines
2. Teachers meet in Professional Learning Communities (PLCs) each week to develop lesson plans and cross-curricular projects and standards-based instructional delivery methods.
3. Specialists work with core teachers weekly, during and after direct instruction.
4. Teachers participate in over 60 hours of professional development annually. Training is responsive to teacher and student needs. Topics have included: data analysis, content-specific skills training, socio-emotional/trauma informed teaching, etc.
5. Experienced teachers serve as mentor teachers with a focus on instructional coaching, equitable lesson planning, and culturally sustaining practices.
6. The Academic Instruction Team, with the support of our Data Coordinator, meet to analyze data and disseminate information to a variety of stakeholders.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

35,000

Title I  
1000-1999: Certificated Personnel Salaries

A. Specialist salaries

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

We work closely with the Board or Directors, ELAC and BAASAI, and the Family Engagement Director to provide workshops or educational resources for families to share data and resources regarding student achievement data and support services.

Strategy/Activity

1. Progress reports are written and distributed 2 times per year. Parents have immediate access to a parent portal through Power School.
2. Family conferences may occur twice yearly for all grade levels and at a family's request. Faculty and staff meet with students and families to review cumulative records, most recent test data, and students' middle and upper school goals to set individual achievement goals.
3. The school will post a SARC and the LCAP on its website annually.
4. Parents receive information via mailings and the Parent Portal regarding all upcoming school events, testing, and data availability.
5. The Family Engagement Coordinator will provide families with a personal connection to the school.
6. Monthly meetings that feature parent education, information about the school's progress, student updates, etc. are strongly recommended for student achievement.
7. Families participate in school governance by electing representatives to the school's Governing Board and School Site Council.
8. A Parent Representative has been elected to amplify the family voice and advocate for student's emotional and academic needs.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
1000-1999: Certificated Personnel Salaries  
D. Salary/hourly of family coordinator

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

The "Life Dream" is the foundation for helping student to begin to conceptualize their goals and connect them to healthy behaviors and goal-setting. This is especially important for students who may feel unmotivated or disengaged from their educational experience. This concept is also connected to our holistic approaching to academic support.

Strategy/Activity

1. Multi-tiered holistic supports are available to students based on needs and referrals from family, the student, or a teacher trained in Notice-Talk-Act (NTA). Students entering the MWA program with special needs or concerns are appointed a psychologist or an intern for counseling. MWA

- contracts with Fruge Psychological Associates who provide a Student Support Coordinator to work with and supervise counselors so that student services are coordinated.
- 2. A Student Support Services Coordinator in each division works with parents to understand their students' needs.
- 3. Trained facilitators support parents training on what to do to support students in their educational program.
- 4. The Volunteer Coordinator works with families to understand the needs of the MWA families and how the school can provide services to support the student's academic, emotional, and social growth.
- 5. Upper School students participate in an annual Career Day, an annual College Fair, college campus and job site visits, roundtable discussions with college admission and career industry representatives, and week-long transition programming for the transition from Grade 8 to 9 and Grade 12 to college.
- 6. 8th-grade students with IEPs transition to Upper School includes IEP transition planning (student, parent/guardian, Middle School RSP teacher, and SPED coordinator).
- 7. At the request of faculty, Social Worker reaches out to families regarding socio-emotional issues that students are experiencing and provides counseling, case management, and referrals to external support services.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
22,417	Title VI Part B: Rural Education Achievement Program 1000-1999: Certificated Personnel Salaries A. Fruge Psychological Service

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Using an equity lens, the Data and Assessment Coordinator works to equip executive leaders, instructional teams, and educators with the ability to read, analyze, and create action items related to student achievement and program effectiveness.

**Strategy/Activity**

- 1. MWA conducts annual school-wide surveys of parents, teachers, and students frequently and analyzes the data to determine areas of growth and strength.
- 2. Results of formal standards assessments (i.e. MDTP, SBAC, STAR, PSAT, CAST, SAT/ACT) are made available to all teachers via Clever.
- 3. SBAC results will be disaggregated and used to recommend changes to the instructional program and to determine intervention methods for students.
- 4. LEA plan is updated and shared annually.
- 5. Evaluating data is integrated into the professional development calendar to ensure ongoing program evaluation.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
2000-2999: Classified Personnel Salaries  
A. Data and Assessment Coordinator salary

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Triangulate data to target students who are underperforming and develop individualized plans for socio-emotional and academic support.

Strategy/Activity

1. Students identified as below proficient or underperforming receive additional instruction in the extended day program. Progress is evaluated monthly to determine if further intervention is necessary.
2. DAIs will conduct observations in all content areas to help identify concepts and skills students have not mastered using different learning modalities according to the individual assessment results.
3. Teachers will differentiate instruction with supplemental resources and individual tutoring.
4. Students identified as in need of grade-level intervention receive additional support from core-day instructors during integrated support time (Marlin Hour)
5. Students identified as in need of remediation receive additional reteaching of fundamental concepts from core-day instructors and Tier 3 interventionists.
6. RSP class in the Middle and Upper School lead by RSP teachers for our SPED students
7. Students in grades 5th-8th who perform "Standard Not Met" on the SBAC State assessment will be identified as Tier 3 and will receive a targeted block of intervention during the school day and additional intervention during after-school tutoring, Saturday Academy, or planned asynchronous blocks.
8. Students will receive supplemental instruction/tutorials based on the results of standards-based diagnostic and benchmark assessments.
9. A root causes study identified gaps in instruction.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly wages for specialists

**Strategy/Activity 10**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Enrichment activities and community partnerships provide students with creative outlets and opportunities to practice and apply social and academic skills that build competencies and confidence.

**Strategy/Activity**

1. My Very Own Library (MVOL), a literacy initiative and partnership with Chicago Univerisity, provide students with 3-10 free books per year. DAIs and the Family Engagement Coordinator choose books that are culturally relevant and high interest to bolster reading, writing, and listening skills.
2. Students participate in National History Day as a participant or observer. Students may research the topic of their choice and present their finders in the model of their choice (i.e. documentary, research paper, tri-fold, etc.)
3. Drop Everything And Read (DEAR) time/SSR is a literacy initiative that focuses on student choice and requires all students and teachers to engage in active reading.
4. Masquers is a community partnership in which high school students will be able to engage in all parts of storytelling from writing to production.
5. Students interested in attending a Historically Black College or Univerisity (HBCU) attend the Black College Fair in the Spring.
6. Student Government offers students an opportunity to engage with a variety of stakeholders and to build leadership skills.
7. Every student has an opportunity to engage in a listening campaign with the Chief Executive Officer (CEO) to have input about issue and programming that has a direct effect on the student experience.
8. Black Student Union features leadership development, mentoring, and partnership with the Black African-American Student Achievement Initiative and the Intervention Department to directly address student performance and feelings of belonging on campus.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly for family coordinator

**Strategy/Activity 11**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

We aim to choose curriculum that is aligned with Common Core State Standards. Through instructional coaching, teachers are encouraged to include rigorous, supplemental materials that aid in student connect and understanding of core content.

**Strategy/Activity**

1. All teachers use Common Core Standards-aligned curricula: Springboard in 6th-8th grade English Language Arts and Algebra I, Geometry, Algebra II, and Pre-Calculus mathematics textbooks. Supplemental intervention materials include lesson plans or educational technology

- such as Teaching for Justices, NewsELA, NoRedInk, PBS Kids, Democracy Now, Revolution K-12. etc.
- 2. Tri-annual MDTP assessments track student’s attainment of the standards and subject mastery.
- 3. The Directors of Academic Instruction, Content Leads, Lead Teachers, and Contra Costa County District Teacher Induction Program Mentors help new teachers develop standards-based lesson plans and methods for instructional delivery that ensures standards are covered through inquiry-based coaching and formal evaluations.
- 4. Cross-disciplinary professional development is scheduled 2-3 times per year during all-day professional development sessions.
- 5. All curriculum consists of formative assessments and summative unit tests or embedded assessments. Teachers may adapt assessments to integrate student choice or make modifications that are inclusive for different learners.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

20,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Textbooks and core materials and other Instructional Materials and Supplies

**Strategy/Activity 12**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Creating accountability practices for teachers to ensure the advancement of all learners with a focus on the implementation of California's Common Core Standards through shared teaching and planning practices.

Strategy/Activity

- 1. Coaches and teaches analyze publisher-designed assessments to anticipate "pain points" and measure students’ understanding of the content standards.
- 2. Lead Teachers and DAIs to analyze assessment results and make adjustments to all content areas and debrief with content teams.
- 3. Teachers’ lesson plans are aligned to and cite standards for each unit in order to prepare for CAASPP interims.
- 4. Differentiated instruction where content teachers collaborate to determine intervention and remediation needs.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)



2,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly for teachers

**Strategy/Activity 13**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Extended learning time is scheduled to meet the needs of target students.

**Strategy/Activity**

1. MWA was designed specifically to extend learning time for students. MWA’s 15 hours/week extended day is divided into two components. During learning center time, core teachers work with the students on their areas of deficiency or in supporting students with accelerated work. Aligned with the philosophy of supporting the whole child, the enrichment portion of after-school offers performing and visual arts, homework support, sports and games, mural work, poetry in motion, and gardening and nutrition classes.
2. The school also recruits tutors to help students with homework during the first part of the extended day.
3. Saturday Academy for students who are Tier 2, EL identified, and students who need additional help with pre-algebra and general math skills to attend.
4. The high school provides academic tutoring for all students to support Mathematics coursework and homework in Student Support Services after school. Marlin Hour is devoted to Tier 2 and Tier 3 students that need academic support in Mathematics. Support is lead by teachers and interventionists.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

65,000

Source(s)

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salaries for teachers and staff

**Strategy/Activity 14**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

**Strategy/Activity**

n/a

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

**Strategy/Activity 15**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

5. Staff development and professional collaboration aligned with standards-based instructional materials:

- a) The Middle School has hired math coaches who work with teachers to help them develop appropriate lesson plans and provide weekly professional development in math instruction delivery.
- b) Teachers receive 60 hours of professional development throughout the year.
- c) Teachers have collaborative time two hours each day to develop lesson plans and cross-curricular projects and standards-based instructional delivery methods.
- d) Teachers also use professional learning community time to collaborate, assess instruction, and share best practices
- e) The school provides support for teachers in the Teacher Induction Program (TIP).
- f) Consultants through RT Fisher trainers facilitated professional development throughout the year with both Middle School and Upper School math teachers.
- g) In alignment with CSPT 6, teachers are encouraged to attend county, state, and nation-wide professional development opportunities in addition to what is offered by our LEA

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

3,000

Title I  
5000-5999: Services And Other Operating Expenditures  
A. Cost of travel and conference fees, professional development material

**Strategy/Activity 16**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

6. Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):

- a) Progress reports are written and distributed four times per year. Parents have immediate access to a parent portal through Power School.
- b) Family conferences may occur twice yearly for all grade levels.
- c) The school will post a SARC on its website annually. Parents receive information via mailings and Saturday Parent Meetings (e.g. school site council meetings reports of overall school

performance, including results of assessments, growth, and ongoing measurements (e.g. attendance rates).

d) At the heart of the MWA program is parent involvement. The school employs a family engagement coordinator who addresses familial and social issues and reaches out to parents.

e) Parents are required to attend monthly meetings that feature parent education, information about the school's progress, student updates, etc.

f) Parents participate in the decision making of the school by electing representatives to the school's Governing Board.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary of family coordinator

**Strategy/Activity 17**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Strategy/Activity 18**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

# Annual Review

## SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Making Wave Academy's approach to teaching and learning aligns with our mission to address the systemic obstacles to higher education over the course of our 9-year program (5th-12th grade). Our holistic approach aims to meet the varied needs of learners and address the root causes that impede learning. Based on CAASPP data, we aim to take a more critical look at our instructional, family, technology, and social-emotional programming and identifying ways that we can create more cohesion and alignment between departments. In order to ensure that we are both supporting teachers to ensure that all students are receiving strong instruction and that the outcomes of the academic program elevate all students we are addressing the following areas: instructional coaching, curricular alignment, accessibility of educational technology, family engagement, ongoing data analysis and monitoring, and intervention. The recent reorganization will ensure that the above strategies are successful. It will be critical for the Academic Instruction team to clearly articulate quarterly goals and implement and communicate progress towards those goals with teachers, students, families, and executive leadership.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

While we made an effort to align the budget with our instructional intentions, any major differences may in response to preparing for a year of instruction that may be in-person, hybrid, and/or completely remote.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Our recent reorganization, emphasizes instructional coaching and collaboration; however, it has only been implemented for less than a year. Therefore, administrators and teachers will continue to refine and modified to fit our student's needs. Teachers, support staff, and interventionists will continue to use the teaching and learning cycle and collaborate. Data shows that we need to deepen our current practices and the impact on African-American students, students with learning differences, and general education students. Our services are aligned with our mission to prepare students for college and their future careers, but we will be working to make communication and data-driven pivots more cohesive by continuing to offer professional developments that focus on the whole child, implementing intensive coaching and observation cycles, integrating intervention services during core classes, ensuring that intervention services are provided with adequate time to serve students who need intensive support.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

English Learners

## LEA/LCAP Goal

100% of English Learners are reclassified by the 9th Grade.

## Goal 2

100% of students will be reclassified before 9th Grade.  
 100% of Upper School students who pass the ELPAC will reclassify before 12th Grade.

## Identified Need

An increased rate of reclassified students in the Middle School

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners.

### Strategy/Activity

1. The programs and activities to be developed, implemented, and administered and how the SSD will use these funds to meet all annual measurable achievement objectives described in Section 3122

MWA currently provides the following basic instructional services to its 103 students identified as English Learners:

- English Language Mainstream ELD support in core classes for those students who scored a 3 or 4 on the CELDT; this consists of daily

instruction in ELD targeted to individual language proficiency needs, and grade-level instruction in the core content areas with ongoing attention paid to the language demands of instruction.

- If needed Structured English Immersion daily class for students who scored

a 1 to 2 on the ELPAC as well as access to core content subjects through SDAIE instruction. This course uses the EL

**Achieve/Systematic ELD**

When determined by entering student data, MWA intends to offer a sheltered class in ELA and Social Studies for EL students who need additional support in mastering the ELD standards. In addition, the school will train teachers in the curriculum.

Among the instructional strategies used by teachers are SDAIE, Inquiry by Design, and differentiated instruction. Inquiry by Design emphasizes diverse, culturally relevant literature, as well as speaking and listening skills, and has a proven track record among similar student populations.

MWA will provide the following supplemental services to benefit the academic achievement and language acquisition of targeted English Learners:

- Professional development courses for teachers and administrators. All training will be around brain-based research of best practices for

accelerating language acquisition and academic achievement. ELD teachers

will receive professional development support implementing the chosen texts.

- Extended learning opportunities targeting English learner students needing additional support in ELD or mastering content standards. These include

after school support, intervention, and Saturday school.

- Parent outreach and conferences to provide parents with resources and

skills to support their children's progress in learning English and mastering

content standards.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

31,574

Source(s)

Title III

Portion of the ELD Coordinator Salary

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

2. How the SSD will hold elementary and secondary schools receiving funds under this subpart accountable for:
- a. meeting the annual measurable achievement objectives described in Section 3122
  - b. making adequate yearly progress for limited - English - proficient students (Section 1111(b)(2)(B))
  - c. annually measuring the English proficiency of LEP students so that the students served develop English proficiency while meeting State Academic standards and student achievement (Section 1111(b)(1))

The school's current EL offerings are modeled after scientifically research based instructional strategies to support language acquisition through differentiated instruction for students with varying levels of English proficiency.

Title III funds will be used to:

- Provide training to teachers in one or more research-based ELD models
- The school plans to provide training to teacher in the EL

Achieve/Systematic ELD Model

- Work with an EL Coordinator to develop valid and reliable benchmark

assessments and ELD portfolios

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

3. How the SSD will promote parental and community participation in LEP programs

MWA has and will continue to develop the ELAC. MWA's ELAC has a President, Vice President, Secretary and Advisor.

MWA provides regular professional development opportunities for faculty and staff, and also devotes time specifically to students who are ELs.

Teachers participate in regular

professional development and collaboration planning to ensure that, as learners, they are seeking better ways to reach all students. As a professional learning community they are immersed in best practices.

The school plans to implement ELD portfolios to more closely track EL progress and mastery of content standards and to provide real-time support.

Teachers and administrators will continue to participate in training to ensure that they are prepared to fully address content standards. In addition, parents and community members will be provided with learning opportunities through conferences, workshops, and participation in school activities. MWA will develop a comprehensive professional development plan that integrates research and scientifically based theory of high quality instructional practices. The content of this plan will include:

- Scientifically and research based best practices for reaching

comprehension and other aspects of language acquisition and subject matter learning.

- An understanding of the role of assessments in guiding and evaluating

instructional and programmatic practices.

- The ability to use classroom data to differentiate instruction and evaluate

the effectiveness of instructional strategies.

- The ability to differentiate standards based instruction in all academic areas,

and how this interests with the cultural, socioeconomic, and linguistic diversity of the school.

The professional development plan will provide extensive, ongoing, mandatory training for all teachers regarding content standards, curriculum frameworks, instructional materials, and strategies

Title III funds will be used to support personnel, to pay for an EL Coordinator, to pay stipends to teachers, and/or pay for substitutes so that

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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**Strategy/Activity 4  
Students to be Served by this Strategy/Activity**



(Identify either All Students or one or more specific student groups)

**Strategy/Activity**

4. How the SSD will provide high quality language instruction based on scientifically based research (per Sec. 3115(c). The effectiveness of the LEP programs will be determined by the increase in:

- English proficiency
- Academic achievement in the core academic subjects

Title III funds will be used to support implementation of effective instructional programs for English learners. Funds will be used to support planning and monitoring for English Learners and to provide external consultants who can coach teachers on how to move students to the next ELD level.

MWA Utilizes Springboard ELD.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

**Strategy/Activity**

5. High quality professional development for classroom teachers, principals, administrators, and other school or community - based personnel:

a. designed to improve the instruction and assessment of LEP children

Extended learning opportunities are available to all English learners to support high levels of academic proficiency. The extended learning opportunities, including after school intervention, Saturday school, and small group enrichment complements regular instruction activities.

b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited - English - proficient students

c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children’s English proficiency or substantially increasing the teachers’ subject matter knowledge, teaching knowledge, and teaching skills

d. long term effect will result in positive and lasting impact on teacher performance in the classroom

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

6. Upgrade to program objectives and effective instructional strategies, if applicable

Using Title III funds, programs will be strengthened and refined to extend the regular instructional program and focus on the needs of EL students. MWA has a counselor and EL Coordinator on-site.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

7. Any:

- a. tutorials and academic or vocational education for LEP students and/or
- b. intensified instruction

Per the EI Master Plan, MWA plans to hold to 4 meetings per year for ELL families. The purpose of the meeting is to inform the parents about:

- o How ELL students are identified and assessed

- o Annual assessments: CST and CELDT and soon to be ELPAC
- o Classroom placement of English learners and what we offer
- o Annual parent/guardian notification

Title III funds will be used to support families of ELs in helping their children at home and will provide resources.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

## Strategy/Activity 8

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

#### Strategy/Activity

8. How programs for English Learners are coordinated with other relevant programs and services

The school provides parents resources and information to support learning. Connecting families with needed educational and social services will be an essential part of creating an atmosphere conducive to learning. The school plans to offer the following classes and programs to parents of EL students:

- Parent Workshops
- Parent Committee
- English Learner Advisory Committee (ELAC)

Translations are provided of all documents and meetings in English and Spanish.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 9

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

#### Strategy/Activity

9. Any other activities designed to improve the English proficiency and academic achievement of LEP children

Title III funds will be used for the following instructional gains:

The school will acquire the hardware and software to ensure that all English learners may access technology to facilitate learning. The software and materials that are used will complement standards-based curriculum that are used in all subject areas. Teachers will receive training to ensure that they are effectively engaging students in learning with technology.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Strategy/Activity 10

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

- 10. Community participation programs, family literacy services, and parent outreach and training activities provided to LEP children and their families -
  - a. To improve English language skills of LEP children
  - b. To assist parents in helping their children to improve their academic achievement and becoming active participants in the education of their children

Title III funds will be used to provide teachers and administration the opportunity to:  
Attend additional conferences on topics related to EL students.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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**Strategy/Activity 11**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

- 11. Efforts to improve the instruction of LEP children by providing for -
  - a. The acquisition or development of educational technology or instructional materials
  - b. Access to, and participation in, electronic networks for materials, training, and communication
  - c. Incorporation of the above resources into curricula and programs

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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**Strategy/Activity 12**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

- 12. Other activities consistent with Title III or EIA/LEP funds

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Professional Development

## LEA/LCAP Goal

Professional Development

## Goal 3

100% of faculty will have access to high quality professional development

## Identified Need

Student groups, specifically SPED, English Learner and Black/African American. Our Dashboard data shows room for improvement in our ELA, Math, and Suspension Data.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Academic Achievement Data		All students groups perform within 5 points of the school average

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Faculty and All students--specifically our specific student groups

### Strategy/Activity

1. How the professional development activities are aligned with the State's challenging academic content standards and student academic achievement standards, State assessments, and the curricula and programs tied to the standards:

- a) The school's leadership team conducts a yearly professional development evaluation of prior year PD as well as a needs assessment of teachers and administrators. Critical areas in need of immediate attention are addressed at regular PD sessions and collaboration planning.
- b) Teachers participate three weeks during the summer and two hours each week in professional development activities, which are further described below.
- c) PD initiatives are created to assist staff to move toward proficiency in standards for all students.

d) Professional development activities are designed and selected based on staff strengths and needs in relation to student achievement results. Input from teachers will be critical throughout this process.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

6,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

2. How the activities will be based on a review of scientifically based research and an explanation of why the activities are expected to improve student academic achievement:  
Each year, the professional development plan will consist of the leadership team reviewing research on professional development activities that assist teachers and administrators to ensure all students will meet or exceed State content and academic achievement standards. The leadership team will pay special attention to those topics and formats that have the greatest impact on teachers' ability to accelerate the learning of students in the lowest performing groups. Professional development resources will be concentrated where they are needed most. Teachers and administrators will support one another through coaching and mentoring.  
Topics identified for the 2011-12 year include: using standards in differentiated instruction, teaching in the block, teaming, Professional Learning Communities, data driven instruction, and effective instructional strategies. MWA continues to emphasize staff training on how to provide effective intervention to students.  
Just as learning is differentiated for students, PD will also continue to be differentiated across the following groups: whole school, grade level, subject area and individual need.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

6,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures

A. Professional Development Cost

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

3. How the activities will have a substantial, measurable, and positive impact on student academic achievement and how the activities will be used as part of a broader strategy to eliminate the achievement gap that separates low - income and minority students from other students:

The goal of professional development is to provide highly qualified teachers

in every classroom. Success of professional development is measured in terms of student success. As such, the Academic Instruction Team will meet with teachers to review assessment data and to develop a plan to address teaching weaknesses. This plan will include identifying appropriate professional development opportunities and establishing goals relative to such training. Furthermore, the leadership team will regularly assess the quality of professional development activities based on the following performance questions:

To what extent does it focus on enabling students to meet/exceed key standards through the use of standards- based materials and formative assessments?

- How close aligned is the instructional work of teachers to professional

development?

- To what degree is the system built on the strengths and needs of the staff in

relation to academic and cultural

learning strengths and needs of the student populations in teachers' classrooms?

To what extent do selected professional development resources apply to English learners and students with

special needs?

- How are materials adopted/selected, intervention approaches developed,

and do family and community have knowledge of the professional development system?

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)



6,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

4. How the SSD will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:

How the LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:

MWA is an independent charter school that works closely with its sponsor, Contra Costa County Office of Education. The school leadership team will ensure that professional development activities are coordinated to address staff needs in assisting students to meet or exceed state academic standards. Activities will be designed to help teachers integrate standard-based curriculum, instructional practices, assessment and understanding the strengths and needs of the student populations in their classes.

Classroom management, attention, motivation, and other topics required by funding sources will be addressed within the context of ensuring that all students meet or exceed state content and achievement standards.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

5. The professional development activities that will be made available to teachers and principals and how the SSD will ensure that professional development (which may include teacher mentoring) needs of teachers and principals will be met:

- A. Teachers and the leadership team will evaluate and create the professional development plan from year to year based on successes and challenges encountered the prior year.
- B. MWA will continue to provide teacher collaboration time each day and teachers will also receive professional support by reading/literacy coaches.
- C. Funding will allow the school to provide in-service opportunities throughout the school year to ensure that teachers' instructional strategies reflect an understanding of how to implement content standards.
- D. Funding will allow teachers to attend conferences and to stay apprised of research and other developments in the field. Following each conference, teachers will use collaboration time to discuss what was learned and how new strategies can be used in the classroom to improve instruction and student achievement.
- E. MWA has developed classroom observation protocols to support teacher growth. Teachers are observed 5 times a year and are filmed teaching 4 times a year. Teachers, administrators and coaches will review these tapes to determine strengths and weaknesses and to drive future instruction.
- F. Students also have the opportunity to share their feedback to teachers through course evaluations.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,412

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

- 6. How the SSD will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:
  - a. MWA will continue to research educational software that supports the instructional strategies and core curricular texts.
  - b. On an as-needed basis, teachers will receive training on use of multimedia technology.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25% of the Title II, Part D Enhancing Education through Technology funding must be spent on professional development.):  
In addition to those activities identified in #6, the school will be actively working to identify software that can facilitate standards-based instruction and learning for all students. Teachers will receive training on new software that addresses how to effectively use the software to enhance instructional quality.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

8. How the SSD, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:  
The leadership team is in a constant dialogue with teachers and parents regarding continuous teaching and learning. Parents also participate in a parent committee and a representative sit on the school board.  
Stakeholders are involved in monitoring the plan and updating it annually.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

9. How the SSD will provide training to enable teachers to:

- Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency;
- Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn;
- Involve parents in their child’s education; and
- Understand and use data and assessments to improve classroom practice and student learning.

Selected teachers (based on need and interest) will attend supplemental trainings focused on meeting the needs of special populations, including EL students, special education students, students with social-emotional needs, and others. The School will recruit resource experts in these areas to work with the staff on addressing students’ needs and providing interventions.

Provide in-service opportunities throughout the school year to ensure that teachers' instructional strategies reflect an understanding of content standards. Parents will be invited to attend relevant in-services and will be provided with information about how to help their children outside the classroom.

Teachers will attend conferences to stay apprised of research and other developments in the field. Following each conference teachers will use collaboration time to

discuss how new strategies can be used in the classroom to improve instruction and student achievement.

Teachers will be accountable for their collaboration time. Some teacher collaboration time will be dedicated to

selecting benchmark assessments for key standards, joint review of student work on those

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
 5000-5999: Services And Other Operating Expenditures  
 A. Professional Development Cost

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

College and Career

## LEA/LCAP Goal

## Goal 4

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Upper School students receive an individualized progress to graduation form which articulates A-G requirements against the actual academic credits the student has earned. The progress to graduation form early-identifies students who are "on track" to graduate on a four-year pace to completion, those who need "credit recovery," or those who are "in danger of retention." The individualized progress to graduation form is an important lever that is connected to our school's graduation rate.

### Strategy/Activity

MWA offered the following Advanced Placement courses for 2019-20: AP United States History, AP United States Government and Politics, AP Statistics, AP Calculus AB, AP Psychology, AP English Language and Composition, and the exam for AP Spanish Language and Culture. The Advanced Placement program at MWA is open access, meaning that all students may express interest in enrolling in an AP course.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

## Annual Review

### SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The overall effectiveness of the strategies and initiatives described above are seen through our school's graduation rate: in 2019, 98.8% of all students graduated, representing a 4.1% increase from the prior year, placing this category in the state's highest performance level of "blue." That said, as part of our WASC Schoolwide Action Plan completed in March 2020, Making Waves Academy identified the graduation rate as a Major Student Learner Need as an area we are wanting to elevate from "good" to "great."

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No Major Differences

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No changes.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$397,371.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$300,968.00
Title II Part A: Improving Teacher Quality	\$42,412.00
Title III	\$31,574.00
Title VI Part B: Rural Education Achievement Program	\$22,417.00

Subtotal of additional federal funds included for this school: \$397,371.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
-------------------------	-----------------

Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$397,371.00



# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
Title I	300,968.00
Title II Part A: Improving Teacher Quality	42,412.00
Title III	31,574.00
Title VI Part B: Rural Education Achievement Program	22,417.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	237,417.00
2000-2999: Classified Personnel Salaries	10,000.00
4000-4999: Books And Supplies	72,968.00
5000-5999: Services And Other Operating Expenditures	45,412.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	Title I	215,000.00
2000-2999: Classified Personnel Salaries	Title I	10,000.00
4000-4999: Books And Supplies	Title I	72,968.00
5000-5999: Services And Other Operating Expenditures	Title I	3,000.00
5000-5999: Services And Other Operating Expenditures	Title II Part A: Improving Teacher Quality	42,412.00
	Title III	31,574.00

1000-1999: Certificated Personnel Salaries

Title VI Part B: Rural Education Achievement Program

22,417.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	323,385.00
Goal 2	31,574.00
Goal 3	42,412.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 3 Other School Staff
- 4 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Patricia Alberto	Parent or Community Member
Lucy Alfaro	Parent or Community Member
Claudia Ayala	Secondary Student
Cindy Barton	Other School Staff
Benjamin Arizmendi-Calvert	Other School Staff
Maria Ortega	Secondary Student
Latiphony Wells	Classroom Teacher
Jon Siapno	Other School Staff
Angela Garay	Other School Staff
Carmen Ruiz Hernandez	Parent or Community Member
Jesus Perez	Parent or Community Member
Evangelia Ward-Jackson	Principal

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

## Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Alton B. Nelson Jr., CEO on

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

## Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

# Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

## Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

## Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

## Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]*

## Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.



## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
      - i. strategies to improve students' skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

## Appendix B:

### Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

#### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

#### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019





## **2020 SPSA School Plan for Student Achievement**

### **Executive Overview**

The School Plan for Student Achievement (SPSA) requires that MWA describe the school's plan for effectively meeting the Every Student Succeeds Act (ESSA) requirements in alignment with the Local Control and Accountability Plan (LCAP) and other federal, state, and local programs. Below are the components of the Comprehensive Needs Assessment that was conducted, resulting in an evaluation of how to achieve our goals in support of student achievement.

In response to the pandemic, the state waived the LCAP and implemented the Local Continuity and Attendance Plan (LCP) , which focuses on learning continuity and attendance. Because we are a Title I school, we later learned that due to federal compliance, we must also submit an SPSA; although we would not have to do one in a typical year because our LCAP replaces the SPSA.

### **Comprehensive Needs Assessment**

The passage of No Child Left Behind (NCLB) imposes a number of significant new requirements on Local Education Agency (LEAs) as conditions for funding provided at the state and local levels. Among these are reporting requirements designed to facilitate accountability for improving student academic performance, teacher quality, and school safety. As such, a needs assessment to determine strengths and weaknesses in these areas is conducted.

### **Comprehensive Needs Assessment Components:**

- Surveys
- Classroom Observations
- Analysis of Current Instructional Program
- Standards, Assessment and Accountability
- Staffing and Professional Development
- Teaching and Learning
- Opportunity and Equal Educational Access
- Parental Engagement

### **Planned Improvements**

#### **Goal1:**

MWA will actively address the predictability of student achievement data based on race, disability and access. Establish a cadence for reading and writing data collection and analysis for all students in all Content Lead meetings. Using qualitative and quantitative data, the teaching and learning cycle will be followed to determine intervention needs,



instructional pivots, and next steps for instructional coaching. Our goal is that 100% of students will be reading and writing, minimally, 'At/Near Standard' as measured by the California Assessment of Student Performance and Progress (CAASPP) summative assessments by the time they enter the 9th grade.

**Identified need:** Goal 1 shows a need to implement frequent opportunities for teachers and administrators to engage with data and create dynamic action plans and instructional priorities for critical learners.

According to the 2019 Dashboard, the data for African-American students shows no growth on California summative assessments and remains almost 40 points below standard. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year.

**Goal 2:**

100% of students will be reclassified before 9th Grade. 100% of Upper School students who pass the English Language Proficiency Assessments for California (ELPAC) will reclassify before 12th Grade.

**Identified need:** An increased rate of reclassified students in the Middle School.

**Goal 3**

100% of faculty will have access to high quality professional development

**Identified need:** Student groups, specifically Special Education (SPED), English Learner and Black/African American. Our Dashboard data shows room for improvement in our English Language Arts (ELA), Math, and Suspension Data.

**Goal 4**

**College and Career**

**Identified Need:** The overall effectiveness of the strategies and initiatives at MWA are seen through our school's graduation rate: in 2019, 98.8% of all students graduated, representing a 4.1% increase from the prior year, placing this category in the state's highest performance level of "blue." That said, as part of our Western Association of Schools and Colleges (WASC) Schoolwide Action Plan completed in March 2020, Making Waves Academy identified the graduation rate as a Major Student Learner Need as an area we are wanting to elevate from "good" to "great."



### Budget Summary

<b>Total Funds Budget for Strategies to Meet the Goals in the SPSA</b>	<b>\$397,371</b>
<b>Federal Programs</b>	
<b>Title I</b>	<b>\$300,968</b>
<b>Title II: Part A: Improving Teacher Quality</b>	<b>\$42,412</b>
<b>Title III</b>	<b>\$31,573</b>
<b>Title IV Part B: Rural Education Achievement Program</b>	<b>\$22,417</b>

### Expenditure by Goal

<b>Goal 1</b>	<b>\$323,385</b>
<b>Goal 2</b>	<b>\$31,574</b>
<b>Goal 3</b>	<b>\$42,412</b>

The School Site Council (SSC) recommends this school plan and proposed expenditures to the governing board for approval and assures the board of the following:

- The SSC is correctly constituted and was formed in accordance with governing board policy and state law.
- The SSC reviewed its responsibilities under state law and governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.
- The SSC sought and considered all recommendations from the following groups or committees before adopting this plan.

# Coversheet

## Employee Handbook (2021-2022)

**Section:** IV. Action Items  
**Item:** F. Employee Handbook (2021-2022)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Executive Summary\_MWA Handbook.docx  
Draft\_MWA 2021-22 Employee Handbook\_Redline.docx

## Executive Summary – Employee Handbook Revision

The annual review of the MWA Employee Handbook produced the following changes:

- Addition of Rehire Eligibility criteria (**pg. 11**)
- Removed reference to the Managing Director position throughout the handbook
- Addition of language in the School-Owned Tech policy to address remote work conditions (**pg. 29**)
- Addition of language in the Temporary Salary Increase policy to provide additional guidance to supervisors (**pg. 41**)
- Addition of a COVID-19 Addendum (**pg. 57**) to address:
  - Requirements under the Families First Coronavirus Response Act and to assist employees affected by COVID-19 with job-protected leave and pay, where applicable
  - Vaccination & Testing Requirements: To facilitate a safe return back to in-person instruction, MWA will implement these policies in alignment with current federal, state, and local law, as well as applicable local, state and federal public health guidance.
    - The vaccination policy will mandate that all employees receive the COVID-19 vaccine and provide proof of completion. In the event that an employee is unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law, HR will engage in an interactive process to determine if they are entitled to an exemption from MWA's vaccination requirement. MWA may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at the School, or if the accommodation will cause an undue hardship that is disruptive, substantial, or fundamentally altering to the nature of the School's operations.
    - MWA will also implement regular bi-weekly COVID-19 RT-PCR surveillance testing onsite with our contracted vendor, beginning with participants of the Phase 1C Reopening Plan. Employees have the option to fulfill their COVID-19 RT-PCR testing at an alternate location, including Kaiser or other health care providers. The School's testing cadence will continue to align with local disease trends and public health guidance, and where required by law.

# **Making Waves Academy**

## **Employee Handbook**

### **2021-2022**

4123 Lakeside Drive  
Richmond, CA 94806  
(510) 262-1511  
<https://www.makingwavesacademy.org/>

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# Acknowledgement of Receipt of Employee Handbook

## Employee Name

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

---

**Employee Signature**

**Date**

# Welcome Letter

*From Alton B. Nelson Jr., Making Waves Academy CEO*

Dear Making Waves Academy Staff,

2020-21 marks the fourteenth year of the school. In that time, we have graduated six classes of high school seniors. Of that senior class, nearly 95% (on average) pursue college with about 70%-75% or more attending four-year colleges and another 20%-25% attending community college. The spring of 2019 marked the first cohort of MWA alumni to graduate from college. Graduates from various colleges included Cal Berkeley, Columbia University, Prairie View (an HBCU), and St. Mary's College. In that time span, other Wave-Makers earned their Associate Degrees in area community colleges.

Making Waves Academy ("MWA") is a WASC-accredited, 5th through 12th grade public charter school and that is also a non-profit, tax exempt organization. The aim of Making Waves Academy is to work with and provide holistic support to historically underserved young people from Richmond and the surrounding community, and for these students to have access to a high-quality 5th-12th grade public education, go on to college, and become contributing members in their respective communities. The vision of MWA is for our students to graduate from four-year colleges, and other appropriately-challenging, post-secondary education and career pathway institutions, with minimal debt. We help students identify what they are passionate about, what their dreams for themselves are, and support them in aligning their career pathway pursuits, passions, and dreams with post-secondary education pathways and options.

Upon graduation from MWA, the College Advising Program (CAP) staff of coaches and administrators work with MWA graduates on their varied post-secondary pathways to provide financial and coaching support to students in meeting challenges that may arise. For over thirty years, Making Waves has successfully supported hundreds of hard-working students in colleges and universities throughout the country on the pathway to earning their degrees and certifications.

In order for the organization to be successful, and in order to develop and maintain a healthy, productive, and safe work environment, there are policies, procedures, and protocols that must be followed by all MWA employees. To this end, please find this detailed set of policies, procedures, and guidelines governing MWA employee expectations.

The MWA community, comprised of students, parents, staff, faculty, administration, and members of the Board of Directors, work to support the attainment of Wave-Maker goals of college graduation, realizing their goals for themselves, and "recycling their success" by giving back to their respective communities. Following and adhering to the policies and procedures of this Handbook helps to create a safe and supportive environment for the community of adults and students at MWA. Thank you.

# Mission, Vision, Values, History, and Program

## Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

## Mission

MWA commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

## Vision of Impact

- Traditionally underserved students in Richmond and Contra Costa County
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

## Core Values



### Community

We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.



### Resilience

We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.



### Respect

We believe each person is valuable and we demonstrate respect by following our community norms.



### Responsibility

We have integrity; we are accountable for our decisions and actions and their impact on self and community.



### Scholarship

We are life-long learners who aspire to and achieve academic excellence.

## *Our History*

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

## *Our Program*

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12 grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, transportation, healthy meals, mental health counseling, college counseling, family support.

# Introduction to Handbook

The purpose of this Handbook is to summarize certain personnel policies and benefits of Making Waves Academy (“the School”) and to acquaint employees with some of the terms and conditions of employment with the School. Please read it carefully and keep it for future reference.

The School reserves the right to make changes to this handbook as detailed in the [Amendments Policy](#). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The School also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the Human Resources department to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the School is "at will," employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment.

This handbook is the property of the School, and is intended for the personal use and reference by employees of the School. Circulation of this handbook outside of the School requires the prior written approval of the Human Resources department.

# Conditions of Employment

## Equal Employment Opportunity Is Our Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to their perceived or identified:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender, (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault, and stalking laws;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Office and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

## Open Door Policy

The School has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The School believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the School cannot guarantee that in each instance the employee will be satisfied with the result, the School will attempt in each instance to explain the result to the employee if the employee is not satisfied. The School will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern in a professional manner.

Employees who conclude that work-related concerns should be brought to the attention of the School by written complaint and formal investigation may avail themselves of the "Internal Complaint Review" procedure set forth in this Handbook.

## At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.



## Work Eligibility

In compliance with federal law, the School only employs United States citizens or other individuals who have the legal right to work in the United States. On or before their first day of work, all employees must complete a Department of Homeland Security Form I-9 and provide proof of identity and eligibility to work in the United States.

If proof of eligibility is not provided within three business days from the first day of work, the School may terminate their employment. If they have previously worked at the School within the last three years, employees do not need to submit a new Form I-9, unless the Form I-9 is no longer valid. Human Resources will confirm if a new Form I-9 is needed during the onboarding process.

## Rehire Eligibility

Consistent with Making Waves Academy's ("MWA" or the "School") Equal Opportunity Employment Policy, the School shall afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, gender, sex, national origin, age, sexual orientation, or any other protected class. Nevertheless, applicants previously employed with MWA may not be eligible for rehire should one (1) or more of the disqualifying reasons outlined below apply.

The School reserves the right to not rehire any former School employee for any lawful, non-discriminatory reason within its sole and unreviewable discretion. It is the policy of the School that applicants may be disqualified from rehire for certain reasons, including but not limited to one (1) or more of the following reasons:

- Prior involuntary separation from MWA (e.g., release from at-will employment, non-renewal, etc.) for any reason related to job performance or conduct;
- Prior resignation in lieu of anticipated or planned termination;
- Prior informal or formal record of job performance or conduct issues;
- Failure to clear a criminal background check;
- Failure to possess or maintain the credential/certificate required of a position at MWA; and
- Failure to fulfill immigration compliance requirements.

## Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

The School will provide annual training on the mandated reporting requirements, as required by law.. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that

imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

## Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during their employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or such a conviction to the [Managing](#) Director of Human Resources.

## Tuberculosis Testing

On or before an employee's start date, all new employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## Immigration Compliance

The School will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, the School will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the

employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

## Professional Boundaries: Staff/Student Interaction Policy

The School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property. For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### **Examples of PERMITTED actions (NOT corporal punishment)**

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### **Examples of PROHIBITED actions (corporal punishment)**

1. Hitting, shoving, pushing, or physically restraining a student as a means of control
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### **Duty to Report Suspected Misconduct**

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### **Examples of Specific Behaviors** -- THIS IS NOT AN EXHAUSTIVE LIST

#### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- d) Meeting with students for a non-school purpose, or intentionally being alone with one (1) or more students away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit. (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Being in communication with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.

#### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### **Cautionary Staff/Student Behaviors**

*These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence*

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries. (g) Keeping parents informed when a significant issue develops about a student. (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the [Managing](#) Director of Human Resources about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

## Visitors Policy

Partnership between Making Waves Academy, parents and families are essential to support student achievement. To promote family involvement, community building, and academic growth, Parents, Guardians and Educational Advocates are always welcome on campus, given that they adhere to the visitor policy.

Visitors who are not parents or guardians of currently enrolled students, including but not limited to former students, former employees, family members of current students and siblings who are not currently enrolled at Making Waves Academy are required to adhere to the following procedures:

**All campus visitors must have the prior consent and approval of the school leader or their designee.**

- Visitors may request school leader consent through the front office (510-262-1511).
- The request should include the purpose of the visit, dates, and times of the visit and the specific classroom or student being observed.
- Immediately upon arriving on campus, all visitors must check in at the front office to
- sign in and obtain a visitor's pass.
- All visitors must wear a visitor's pass in a visible place throughout the duration of their
- stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's
- badge.

### **Visitor Conduct While on Campus**

To maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

1. Enter and leave the classroom as quietly as possible.
2. Do not converse with students or teachers during the visit.
3. Keep the length and frequency of classroom visits reasonable, based on the activity being observed.

### **Administrator's Authority**

Adults and minors over 16 years of age who enter Making Waves Academy and fail to adhere to the visitor policy or who defy the director/designee's authority may be reported to the appropriate police agency and may be subject to criminal charges.

### **Parent Rights**

1. Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
2. Parents have the right to request a meeting with a classroom teacher, a school leader or their designee after observing their student.

### **Parents do not have the right to:**

1. Willfully interfere with the discipline, order or conduct in any classroom or activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
2. Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.

## Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the [Managing Director of Human Resources](#) or designee.

When the School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the CEO or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

### **Prohibited Unlawful Sexual Harassment**

The School is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that



conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against their or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the [Managing](#)—Director of Human Resources. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually

- demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate the School policy.

## Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Please review the Internal Complaint Policy for the School's policies on complaint reporting. While employees are encouraged to first resolve any complaint with their immediate supervisor, formal written complaints may also be made to the [Managing](#) Director of Human Resources.

## Anti-Nepotism Policy

*The purpose of this policy is to maintain the highest level of integrity in all actions of the School by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with the School's policy of making decisions based solely on the School's mission, business needs, and any individual's qualifications, skills, ability and performance.*

### **Definition of "Related Persons"**

The following relationships in employment create an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis in the home of a current School employee or student.
- Persons engaged in amorous relationships; an amorous relationship exists when two (2)
- persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

### **Employees**

Employees may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for the School, other employees, and/or students.

### **Job Applicants**

As a family-friendly organization, the School does not discriminate against job applicants who are relatives of School employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a School employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the School employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

### **Employment Decisions**

No School employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management, or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If an employee is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by a School Leader. A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision,

and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of a School Leader or their appointed representative.

### **Policy Violations**

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and including discipline/termination.

## **Drug and Alcohol Free Workplace**

The School is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other the School stakeholders.

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. The School will take all reasonable steps to assist an employee who requests time off to participate in a rehabilitation program. However, participation in a rehabilitation program may not shield the employee from disciplinary action for a violation of this policy, particularly if the policy violation occurred before the employee sought assistance. In the School's sole and absolute discretion, the School may choose not to discharge an employee for a violation of this policy if the employee satisfactorily completes a School-approved drug and/or alcohol rehabilitation program, and the School determines that the employee does not pose a safety risk to students, staff, or School property.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

## **Smoke-Free Workplace**

Smoking in any form through the use of tobacco products, vapor devices, or with e-cigarettes is prohibited at all the School buildings and facilities.

## **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Federal and state laws, including but not limited to the Family Education Rights and Privacy Act ("FERPA") require that student records and personally identifiable information must be treated with complete confidentiality. Employees will ensure that such confidential information is shared only with those authorized to use it.

Employees may access and/or modify only the confidential student records for which they have authorization to access and a legitimate purpose as a part of their job duties. Employees must also understand that a violation of FERPA or related misconduct may result in the restriction or revocation of access to School computers, discipline up to and including termination, and civil or criminal penalties.

## Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The School will not discriminate against any employee because of identification with and support of any lawful political activity. School employees are entitled to their own personal political position. The School will not discriminate against employees based on their lawful political activity engaged outside of work. If an employee is engaging in political activity, however, they should always make it clear that their actions and opinions are their own and not necessarily those of the School, and that they are not representing the School.

## Conflict of Interest

During work times, employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid business, financial or other interests or relationships that create an actual or potential conflict between their personal interests and the interests of the School. A conflict of interest exists when the employee's loyalties or actions are divided between the School's interests and those of another, such as a competitor, supplier, or client, or when the employee is in a position to influence a decision that may result in a personal gain for that employee or the employee's relative as a result of the School's business dealings. Both the fact and appearance of a conflict of interest should be avoided.

Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Any outside employment or consulting relationship should not interfere with the employee's ability to satisfactorily perform their job duties.

Failure to adhere to this guideline, including failure to disclose any conflict of interest, may result in discipline, up to and including termination of employment.

# The Workplace

## Work Schedule

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. School hours are anywhere from 7:30am to 6:30pm. Employees may be required to participate in certain school activities, administrative activities and other activities as directed by the Chief Executive Officer, or designee. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

On occasion, and subject to the supervisor's approval, employees may be permitted to work from home or telework (as an alternative work arrangement) in certain situations. All alternative work arrangements are made on a case-by-case basis, and should be discussed with the employee's supervisor.

## Meal and Rest Periods

**Meal Periods for Employees Scheduled to Work More Than Five (5) Hours:** Employees scheduled to work more than five (5) hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and the School mutually consent to the waiver in writing.

**Meal Periods Near the Middle of the Shift:** Making Waves Academy will make every reasonable effort to schedule the meal periods at or near the middle of the shift, unless mutually agreed otherwise. Meal periods shall be taken by no later than the 5<sup>th</sup> hour of work.

**Rest Periods.** Each Employee shall receive a ten (10) minute paid rest period during each four (4) hours of work approximately towards the middle of each four (4) hour work segment. Employees are prohibited from combining meal and rest time.

An employee's supervisor must be aware of and approve scheduled meals and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

## Health and Safety Policy

MWA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the [Managing Director of Human Resources](#) any potential health or safety hazards, and all injuries or accidents.

The School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. A copy of the Program may be obtained from Human Resources.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## Lactation Accommodation

The School accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run

concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

The School will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor and/or Human Resources to request accommodations.

## Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning. Because we are a small school each position is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions.

If it is necessary to be absent or late, employees are expected to telephone the Supervisor as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Supervisor sufficiently informed of the situation.

Campus Supervisors are required to provide a four (4) hour notice of any absence. If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of their supervisor prior to leaving.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. An employee's failure to report an absence or absences for more than three (3) consecutive days without notifying their supervisor will be considered a voluntary resignation from employment.

## Timesheets/ Timekeeping Records

By law, MWA is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's timecard system.

Exempt employees must clock-in to indicate their presence at work. Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. While exempt employees are not required to complete timesheets, they must keep the School apprised of their presence on campus and report any early departures or tardiness, including for scheduled appointments. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. Both exempt and nonexempt employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

All employees are solely responsible for ensuring accurate information on their timesheets and remembering to record time worked. For this reason, employees must be sure to double check the accuracy of their timesheets. If an employee forgets to mark their timesheet or makes an error on the

timesheet, the employee must submit a change request in the timesheet system for their supervisor's review and approval. Once the requests are approved the change will reflect on the timesheet. If an employee fails to complete and submit a timesheet by the payroll schedule submission deadline, it may result in a delay of payment for the pay period.

All timesheets are approved and submitted to payroll by the managers. It is the manager's responsibility to ensure that all timesheets and change requests are accurately reviewed and approved by the payroll schedule approval deadline. This responsibility also includes attention to the accuracy of overtime hours for nonexempt employees that may be outside of their standard work schedule. If a manager fails to approve any timesheets or change requests by the deadline, it may result in a delay of payment for the pay period.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

## Use of Email, Voicemail and Internet Access

The School provides various technology resources to authorized employees to assist them in performing their job duties for the School. Each employee has a responsibility to use the School's Technology Resources in a manner that increases productivity, enhances the School's public image, and is respectful of other employees. Incidental personal use by a covered individual of Making Waves Academy networks, MWA's computing systems/devices, or electronic media that is limited in frequency and scope is permitted so long as the use does not:

- Interfere with any employee's ability to do their work, or the work of any other person authorized by MWA to perform work on behalf of MWA;
- Adversely affect the operation of MWA's network or computing systems/devices (e.g., causes degradation of response time) by introducing risks such as viruses into the computing environment;
- Result in any additional costs to MWA

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the School reserves the right to advise appropriate legal authorities of any violation of law by an employee. School employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also subject to School's "School Property; Proprietary, Confidential, and Personal Information" policy. Any individual who uses MWA Internet services must expect that their access and use of such services may be logged and summaries can be provided to leadership as appropriate.

### **Technology Resources Definition**

Technology resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated



files and data, including software that grants access to external services, such as the Internet; Internet based or “cloud based” applications and services provided by the school or accessed on a computing device provided by the school; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

The School monitors both the amount of time spent using online services and the sites visited by individual employees. The School reserves the right to limit such access by any means available to it, including revoking access altogether. Deleting or erasing information, documents, or messages maintained on the School's Technology Resources is, in most cases, ineffective. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential.

No employee may load any software on the School's computers, by any means of transmission, unless authorized in writing in advance by the Technology Department and thoroughly scanned for viruses or other malware prior to installation. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put.

The School has installed a variety of programs and devices to ensure the safety and security of the School's technology resources. Any employee found tampering with or disabling any of the School's security devices will be subject to discipline up to and including termination.

The School will permit employees to use its technology resources, subject to the following:

1. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
2. School staff will not enter an employee's personal email files or voicemail unless there is a business need. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
3. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's school-issued email account.
4. School staff will refrain from writing, copying, executing, or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of or access to any MWA information, MWA-owned computing systems/devices, or non-MWA-owned computing systems/devices connecting to the MWA network, or storing, receiving, transmitting, or displaying MWA information.
5. School staff will refrain from using or disclosing MWA information to conduct fraudulent, malicious, harassing or illegal activity, or using MWA computing systems/devices or electronic media to conduct fraudulent, malicious, harassing, or illegal activity.
6. School staff will refrain from using any MWA information, computing system/device, or electronic media to defame, libel, abuse, harass, or portray in a false light, MWA or any of its business partners, affiliates, students, or employees.
7. School staff will refrain from retaining information in an electronic format on a non-MWA owned computing system/device, or electronic media.

Electronic information created by or on behalf of MWA for the purpose of doing MWA business, whether using MWA-owned or non-MWA-owned computing systems/devices, is the property of Making Waves Academy. MWA reserves the right of access, as permitted or required by law, to MWA information on non-MWA-owned computing systems/devices, including backup files and archives. The unauthorized transmission or dissemination of the School's information, programs, passwords, or other property of the School, to a personal account is not permitted.

### **School-Owned Mobile Phones**

At the sole discretion of the School, employees may be assigned a mobile phone for use in the performance of their job duties. Use of a school mobile phone is a privilege that may be revoked at any time for inappropriate conduct. Any abuse of these policies may result in revocation of cellular access, notification to school management, and disciplinary action. All equipment will be returned to the HR Department upon leaving employment.

Employees must realize that although personal use of data plans may not result in additional charges, they do count toward the overall limits established under the service agreement. It is expected that the plan chosen will provide adequate coverage for all normal business needs and any overage or other charges realized by the employee for personal use shall be the responsibility of the employee.

The MWA IT Department will maintain an inventory of all school owned mobile devices. Mobile devices will be replaced as needed to ensure proper operation. If an employee is eligible to receive a school mobile phone, they must use a number assigned by the school. Employees are not allowed to port over their personal number to a school owned phone.

Mobile devices that are damaged should be brought to the IT Department, who will contact the vendor for replacement or repair. Lost or stolen equipment should be reported immediately to the IT Department so that service can be cancelled. The cost of replacing damaged, lost or stolen mobile devices will be the responsibility of the employee.

To request a mobile phone, the employee's supervisor must complete a [IT help desk ticket via Solarwinds to the HR Department. HR will then review and submit to the IT Department. "Mobile Phone Request Form" and submit it to the IT Director via email. The IT Director will then submit a request to the IT Department via a help desk ticket to complete the requisition process.](#) Please allow for up to two weeks from the date the form is submitted until the phone is delivered to the employee.

It is the responsibility of each supervisor who requests a mobile phone for an employee to inform the employee of this policy and to follow appropriate procedures. At the time the Mobile Phone Request Form is fulfilled, the employee receiving the phone will be asked to sign an acknowledgement form regarding MWA mobile phone policies and procedures.

### **School-Owned Technology Security Compliance**

[Each employee provided with a laptop by the School is responsible for the physical security of the device. All laptops acquired for or on behalf of the School are deemed company property.](#)

[All employees must take the following actions to ensure the physical security of MWA laptops:](#)

- [When not in use, the laptop must be locked with a password and caution taken when entering any company passwords on the laptop.](#)

- Store the laptop in a locked cabinet or desk when not in use.
- Do not leave your laptop in your vehicle. If it is necessary to leave the laptop in your vehicle for a very short period of time, the laptop must be locked in the trunk of the vehicle.
- When using the laptop in public areas, do not leave the laptop unattended for any length of time.

#### During travel:

- If you can do without the device, do not take it.
- Do not pack your laptop in checked luggage.
- Attach a name tag or business card to your laptop to easily identify it during security checks or if lost.
- Store the laptop in a hotel room safe or locked suitcase when you are not in the room.

#### Policy Violations

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. If an employee's laptop is stolen due to negligence, the employee will be responsible for the cost of replacing the laptop.

## Personal Business

Employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Personal conversations on cell phones should be conducted away from areas where other employees are working. Personal cell phones should not be accessible to students at any time.

The School's facilities for handling mail are designed to accommodate School business. Employees should have personal mail directed to their home address. Do not use School material, time or equipment for personal projects.

## Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

## Personal Appearance/Standards of Dress

MWA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the [Managing Director](#) of Human Resources.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
6. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate and business professional closed-toed shoes. Sneakers are prohibited unless it is required to safely conduct their job duties.

The Senior School Director can identify possible dates for "casual dress" days for school staff where jeans might be permissible to be worn. Health and Wellness teachers and coaches should wear appropriate athletic attire necessary to meet the requirements of their job responsibilities, which can include shorts, athletic shoes, or hats.

MWA is a fragrance-free workplace. Employees are prohibited from wearing natural or artificial fragrances that could be distracting or annoying to others. Scented personal products (such as fragrances, colognes, scented aftershave lotions, fragrant hair products, and powders) that are perceptible to others should not be worn in the workplace by employees. Other scented products (candles, potpourri and similar items) are also not permitted in the workplace. This policy does not apply to deodorant and antiperspirant, however, MWA does ask that employees be mindful of this policy when selecting such products to wear into work. Employees required by medical necessity to use medicinal lotions or skin creams that contain odors perceptible to others may request an exception from their supervisor, manager or the Human Resources department. Any employee with a concern about scents or odors should contact their manager or the Human Resources department.

## Children in the Workplace

MWA values family and work/life balance. MWA also believes in fostering an environment that is

conducive to the important work of the MWA without outside distractions and without exposing MWA to unnecessary liability.

In order to promote respect for the needs of all parties who would be impacted by the presence of non-student minor children anywhere on campus during working hours, MWA employees shall not use the workplace as a substitute for child care for a non-student minor child. This policy applies to all working hours for any employee including, but not limited to, those outside traditional operating or MWA hours.

For purposes of this policy, the term “non-student minor child” means a child under eighteen (18) years old who is not enrolled in classes at MWA and is the legal responsibility of the employee at that time, regardless of biological relationship.

MWA recognizes that there may be extenuating circumstances in which it may be appropriate for a non-student minor child to accompany an employee to work for a short period of time. Such circumstances may include:

- Introducing colleagues to a newborn baby, newly adopted child, or visiting child;
- Breastfeeding a baby consistent with MWA policy;
- For emergency exceptions that are pre-approved by the CEO or his designee.

The MWA reserves the right to deny an employee’s request to bring a non-student minor child to campus for any reason, in which case the employee will not be permitted to bring the child on campus. During an extenuating situation when a non-student minor child accompanies an employee to work, the employee shall be responsible for the child and must supervise the child at all times. Employees may not leave the child unattended, unsupervised, or under the supervision of another employee or a student, and the employee remains responsible for the safety of the child while the child is on MWA premises. The employee shall ensure that the non-student minor child’s presence does not disrupt the employee’s work or interfere with the workplace or classroom activities of others. The employee shall ensure that the non-student minor child does not operate any MWA equipment including, but not limited to, copiers, computers or telephones while on the campus or work site. An employee shall not bring a non-student minor child into any meeting with other employees, parents, or students.

Under no circumstances may a non-student minor child engage in any activity that could be interpreted to be work for MWA. Under no circumstances may a non-student minor child attend class and participate as a student, with students, or as a volunteer.

By bringing a non-student minor child onto campus or another workspace, the employee indemnifies MWA, its board, directors, and employees from any liability relating to damages, injury or death of the non-student minor child, and for any damages, injury or death caused or contributed to by the non-student minor child.

Employees with child care issues are encouraged to use the Employee Assistance Program (“EAP”) as a resource, by contacting MWA for healthcare provider information. The healthcare provider can assist employees with selecting child care facilities and/or provide a list of community resources that may be contacted for additional information and assistance. Counselors with the EAP are also available to provide employees with support in the resolution of personal matters.

## Security Protocols

MWA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Director of Operations or Campus Supervisor. Employee desk or office should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director of Operations or Campus Supervisor when keys/fobs are missing or if security access codes or passes have been breached.

## Occupational Safety

MWA is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## Accident/Incident Reporting

It is the duty of every employee to report any accident or injury occurring during work or on School premises to their supervisor and the Human Resources department immediately or within 24 hours so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

## Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling a campus supervisor or designee. In addition, all employees should know the local emergency numbers such as 911.

## Telework Policy and Procedures

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The School considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others, depending on the circumstances. Teleworking is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the School.

### Procedures

Teleworking can be informal, such as working from home for a short-term project or on the road during school closures, business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest teleworking as a possible work arrangement.

Any teleworking arrangement made will be on an interim basis and may be discontinued at will and at any time at the request of the School.

### Eligibility

Temporary teleworking arrangements may be approved for circumstances such as mandatory campus closures, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the School.

Before entering into any teleworking agreement, the School, will evaluate the suitability of such an arrangement, reviewing the following areas:

**Salary, Job Responsibilities, Benefits** – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employees agree to comply with all existing job requirements.

**Work Schedule** – The daily work schedule for the days when working at home is subject to negotiation with and approval by the Employee's supervisor. The supervisor may require that employees work certain "core hours" and be accessible by telephone during those hours. Employees agree to remain available during designated school days.

**Work Hours, Overtime** – Work hours are not expected to change during the program. In the event that *overtime is anticipated for nonexempt employees*, this must be discussed and approved in advance with the supervisor, just as any overtime scheduling would normally have to be approved.



**Equipment** – MWA may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, software, and any other equipment or supplies provided by MWA are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. MWA will be responsible for insurance and maintenance of all company-provided materials.

**Expense Reimbursement** -- MWA will reimburse employees for monies necessarily expended directly related to performing their duties such as: a reasonable percentage of a cell phone and/or internet bill.

INTERNET REIMBURSEMENT: The School shall reimburse an employee's costs for internet at \$[50] per month, based upon a reasonable percentage of work-related use.

OFFICE SUPPLIES: Office supplies will be provided by MWA as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed without prior approval of the Employee's supervisor.

Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet and/or cell phone bill for review. Such bills may be redacted as needed to remove any private/confidential information.

**Workspace** – Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employees agree to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

**Confidentiality** – Employee agrees to never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will.

**Professional Boundaries: Staff/Student Interaction** – Employee agrees to maintain appropriate levels of professionalism when interacting remotely with students and/or student's

family members in full compliance with the School's "[Professional Boundaries: Staff/Student Interaction](#)" policy.

**Personal Appearance/Standards of Dress** – Employee agrees to maintain professional standards of dress and grooming. In accordance with the handbook, employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process.

**Performance Standards** – Employee agrees to maintain a reasonable level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

**Evaluation** – Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

**Termination of Agreement** – Teleworking is available to eligible employees, at MWA's sole discretion. Teleworking is not an employee benefit intended to be available to the organization on a permanent basis. As such, no employee is entitled to, or guaranteed the opportunity to, telework. MWA can terminate the program, with or without cause, upon reasonable notice, in writing, to the other party. This Agreement is not a contract of employment and may not be construed as such. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following a campus closure.

*Employees remain obligated to comply with all of MWA's policies, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking and/or other disciplinary action including and up to termination.*

# Employee Wages and Health Benefits

## Definition of Good Standing

An employee in good standing is regarded as having complied with all of their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Performance evaluation scores of Proficient or better are required for the most recent fiscal year, and the employee is not currently on a Performance Improvement Plan.

## Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Payroll office to explain them.

Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out a new W-4 and DE-4 form and submitting it to the Human Resources office.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 and DE-4 forms. The W-4 and DE-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Human Resources office and to fill out a new W-4 and DE-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared for each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

## Exempt Employee Pay

An exempt employee will receive an amount equal to the daily salary if they work any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law. Exempt employees are paid a predetermined salary for performance of their duties and are not paid based on actual hours worked. Therefore, their salary generally is not impacted if they are away from the work place for part of a day. *However, any employee who works less than a full day must obtain prior approval from their manager.*

## Paydays

Paydays are scheduled bi-weekly, 26 times per year, for staff and faculty. If an employee observes any error in their check, it should be reported immediately to the payroll office.

## Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case- by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Supervisor. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Employees in exempt, full-time or part-time jobs are not eligible to be paid hour-for-hour for additional hours worked in excess of their regular schedule. They are paid on the basis of an established annual or monthly salary. Exempt employees may have to work hours beyond their normal schedules as work demands require, for which no additional compensation or time off is owed or paid.

## Make-Up Time

Nonexempt employees may request in writing that they be able to make up work time that is, or would be, lost as a result of a personal obligation. The hours of that make up work may only be performed in the same work week in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one (1) week and as a result will not be paid overtime for performing make up work. The employee shall provide a written request for each occasion that he or she makes a request to make up work time to their direct Supervisor, and authorization is at the option of the School. Managers and supervisors shall not solicit nor otherwise encourage employees to make up lost work time. Make up time is not encouraged.

## Other Types of Pay

**Reporting Time Pay** — A nonexempt employee who reports to work at the School's request, whether for a regularly scheduled shift or otherwise, but is not put to work or is given less than half the usual or scheduled day's work will be paid a minimum of one-half (1/2) of the hours the employee was scheduled to work, but in no event less than two (2) or more than four (4) hours at the employee's regular straight-time rate, unless the reasons for lack of work are beyond the School's control. Reporting time hours are not counted as "hours worked" for overtime purposes unless work is actually performed. For example, if an employee who is scheduled to work an eight (8)-hour shift is sent home after three (3) hours, the employee will receive four (4) hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

**Callback Pay** — A nonexempt employee who is called back to work for a second work period in a workday and is furnished with less than two (2) hours' work will be paid a minimum of two (2) hours' pay at the employee's regular rate of pay for the second work period, unless the reasons for lack of work are beyond the School's control.

## Travel Reimbursement

The School reimburses employees for business expenses incurred in the direct discharge of their duties when approved in advance by a supervisor and/or Budget Director. The employee is responsible for securing proper authorization for travel, and is required to prepare a claim which shows in detail all expenditures incurred. Receipts for expenses incurred are required and shall be attached to the claim with the employee's signature certifying that all the amounts were actual and necessary.

*Meal limitations:* Reimbursement may be subject to limitation for meals, lodging, and airfare. The Business Services Department can provide the most up-to-date information on per-diem allowances for meals. Vehicle rental costs may be reimbursed if deemed necessary and approved by the employee's supervisor in advance.

*Field Trips/Local Travel:* Mileage reimbursement is made at the IRS standard rate for approved use of personal vehicles.

*Authorized Drivers:* Employees who are required to drive a School vehicle or their own vehicles on School business will be required to show proof of current valid driver's licenses, registration as well as current effective insurance coverage before the first day of employment. Please contact the Human Resources Department for additional information and Authorized Drivers forms.

The School participates in a system that regularly checks State Department of Motor Vehicles (DMV) records of all employees who drive as part of their job function.

The School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the School's policy if driving is a part of that employee's job functions.

## Commuter Benefits

The School offers commuter benefits under the Bay Area Commuter Benefit program. The purpose of the program is to provide tax saving benefits to employees who have commuting expenses. All

employees regularly working twenty (20) hours a week or more are eligible and encouraged to participate. For more information regarding the program or enrollment please contact the Human Resources department.

## Special Temporary Cost of Living Adjustment Program (STCOLAP)

MWA intends to provide every eligible full-time employee a stipend of \$500.00 per pay period (\$12,000.00 gross per year over 24 pay periods) from August through June (no COLA is paid during the month of July). ***The program is temporary in nature and as such is at the sole discretion of MWA and contingent upon projected funding. At any point in time, and without prior notice, MWA can modify, or cancel the program.*** Details include:

- STCOLAP is not a change in base wages or salary.
- STCOLAP is apportioned through the regular pay periods, during which employment is held.
- STCOLAP will not be paid out upon termination.
- Eligibility requires that a full-time employee must be in good standing with MWA.
- STCOLAP is not eligible for the 403(b) or the CalStrs employer match.

## Temporary Salary Increase Guidelines

The purpose of this guideline is to ensure fair and consistent application of temporary salary changes for employees. A supervisor must consult with Human Resources before establishing payment or committing to pay an employee for additional duties. This communication must occur prior to any communication with the employee.

An employee may be eligible for a temporary salary increase under the following conditions:

- The employee is appointed as interim Dean, Director or Department Lead;
- The employee is serving in an acting capacity for a period of time exceeding one month;
- The employee is assuming higher level/salary grade duties in addition to their own responsibilities on a temporary basis when that service is expected to exceed a period of one month due to the absence of a co-worker or supervisor for up to six (6) months.

An employee is not eligible for a temporary salary increase under the following conditions:

- The employee is serving in an acting capacity for a period of less than one (1) month;
- The employee assumes responsibilities for a subordinate;
- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position.

An employee may be eligible for a lump sum payment under the following conditions:

- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position;
- The employee is participating in special projects or committee work that does not fall under the normal scope of their duties.

## Participation in Recreational or School Activities

Employees may participate as volunteers or chaperones in activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these off-duty and voluntary activities.

## Arbitration

In order to resolve disputes in a cost effective and efficient manner, the School requires that its employees enter into an arbitration agreement as a condition of employment.

## Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

## Medical Benefits

All full-time exempt and full-time nonexempt employees are eligible to enroll in the benefits program (medical, vision, dental, employee assistance and acupuncture/chiropractic plans) on the first day of the month following a thirty (30)-day waiting period. Enrollment prior to the effective date is highly recommended.

### Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

## COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes them ineligible for coverage under the plan.



Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify the employee or their dependents of the employee’s rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee’s spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- The employee (or the employee’s spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled

## Retirement Programs

The School provides a 403(b) Retirement Plan for all employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after six (6) months of service three percent (3%); after three (3) years of service four percent (4%); after five (5) years of service five percent (5%) and after ten (10) years of service six percent (6%). Contributions are fully vested at the time they are made.

For instructional staff the School participates in CalSTRS which has the following mandatory matching program:

<b>Fiscal Year Creditable Service Performed In</b>	<b>Member Contribution Rate CalSTRS 2% at 60</b>	<b>Member Contribution Rate CalSTRS 2% at 62</b>	<b>Employer Contribution Rate</b>
2017-18	10.25%	9.205%	14.43%
2018-19	10.25%	10.205%	16.28%
2019-20	10.25%	10.205%	17.10%
2020-21	10.25%	10.205%	18.40%

If employees have any questions about the retirement programs they should consult with Human Resources.

# Employee Review, Evaluation, and Record Keeping

## Employee Reviews and Performance Evaluations

Each employee will receive periodic performance reviews conducted by the Supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The School's evaluation system will in no way alter the at-will employment relationship. Newly hired employees may have their performance reviewed by their supervisor within the first 60-180 days of employment.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Job performance can be considered for salary changes and/or advancement opportunities. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

## Performance Improvement Plans (PIP)

A Performance Improvement Plan (PIP) is a tool to give an employee with performance deficiencies the opportunity to succeed. It may be used to address failure to meet specific job duties and/or goals, or to ameliorate behavior-related concerns. PIPs are not required, and MWA in its sole discretion shall determine whether to issue a PIP. *This policy shall not alter the at-will relationship between employees and the School.*

Whether an employee is entitled or required to be placed on a PIP is at the discretion of the employee's supervisors and the School. Employee PIPs are tailored to the needs of the employee. Outcomes may vary, including improvement in overall performance; the recognition of a skills or training gap; or possible employment actions such as a transfer, demotion or termination. Human Resources will work with the supervisor to ensure a PIP is the appropriate action for the situation, and will participate in meetings between the employee and supervisor to discuss placement on a PIP.

A standard form and format will be used for all PIPs. The PIP may also be supported by other written materials, as needed. Management reserves the right to place an employee on a PIP at any time during the course of employment, with or without notice. If an employee is unsuccessful or unable to commit to the PIP process, MWA will determine whether termination, demotion, discipline, or another appropriate employment action should be taken.

## Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources office advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of

dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add their comments to any disputed item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources office. Only the ~~Managing~~ Director of Human Resources or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

# Holidays, Vacations and Leaves

## Holidays

The School calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Cesar Chavez' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. A holiday which falls within vacation or sick leave is paid as a holiday, not counted as vacation or sick days taken.

## Holiday Pay

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. The School will generally make every effort to provide time off for employees' observance of religious holidays and practices, unless granting the time off would cause an undue hardship on the School's operations. If the employee desires time off for religious observation, the employee is required to make the request in writing to Human Resources and to a supervisor as far in advance as possible. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

### Eligibility for Holiday Pay

A full-time benefit eligible employee is entitled to MWA paid holidays. A part-time employee is not entitled, nor eligible, for MWA paid holidays.

#### 1. Exempt Employees:

Exempt employees who work on a holiday are paid their normal day's salary and are given an additional day off with pay that must be taken within three months of the holiday worked.

#### 2. Non-Exempt Employees:

- a. A full-time regular nonexempt employee is entitled to MWA paid holidays based on their regular schedule. If a full-time nonexempt employee works on a designated holiday, they

are entitled to holiday pay at their regular pay rate for the hours worked that day. Overtime rules still apply.

- b. A part-time employee is not entitled, nor eligible, for MWA paid holidays. If a part-time nonexempt employee works on a designated holiday, they are entitled to straight pay for hours worked that day and are **not** entitled to an additional day off with pay. Overtime rules still apply.

Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. In coordination with these parameters, employees are asked not to take the day before or after a holiday break as additional paid time off. These are called black out days. Generally, absences will not be approved on these days unless special approval is obtained by a Senior School Director, the CEO, or designee. Employees taking paid sick leave prior to or after a paid holiday will not be penalized.

## Personal Days

All full-time employees (including teaching staff), are eligible for two (2) personal days per fiscal year. Personal day balances reflect in the timekeeping profile after the first pay period of the fiscal year. A maximum of one (1) unused personal day may be carried from one fiscal year to the next. An employee can accrue up to three (3) personal days in their account.

## Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for “peak periods” in the school. With this in mind, it is expected that vacation time will be taken when school is not in session. Vacation is earned as outlined below.

**Teaching Staff** — Teaching staff will not earn/accrue vacation leave.

**Non-Teaching Staff** – All other regular full-time, exempt and full-time, nonexempt employees are eligible to accrue vacation benefits at the rate 7.385 hours per pay period with a maximum accrual of 288 hours. Once this maximum is reached, all further accruals will cease until vacation has been taken and the accrued hours has dropped below the maximum.

**Part-time, Seasonal, and Temporary Employees** do not earn or accrue vacation time. Employees do not accrue vacation during an unpaid leave of absence.

Vacation can be taken upon approval of an employee’s supervisor. The School will make every effort to provide for eligible employees to use their accrued days of vacation each fiscal year. Upon termination, unused earned vacation shall be paid to the employee at their regular rate of pay as of the date of termination.

Vacation time may not be utilized before it is earned. Once the cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

## Unpaid Leave of Absence

MWA recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

## Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full-time employees shall earn 2.46 hours of paid sick leave per pay period, for a total of 8 days per full work year.

All eligible part-time, temporary and seasonal employees shall accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, to a maximum accrual of seventy-two (72) hours of accrued paid sick leave per year. Further, paid sick leave is capped at seventy-two (72) hours per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than five (5) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

## Sick Leave Bank

Employees may donate sick leave to the sick bank, except if the employee has submitted their resignation. Employees may request to use sick leave hours from the Sick Leave Bank for an absence of five (5) or more days, serious in nature, and supported by verification from a healthcare provider. Employees are not, however, permitted to transfer sick leave to another employee upon termination.

Employees requesting a sick leave donation must have no paid leave balance available, and must be eligible for a disability, paid family leave or FMLA/CFRA leave of absence. The total requests from the bank for leave, per employee, shall not exceed one hundred and sixty (160) hours per twelve (12) months. The twelve (12) month period will be measured forward from the first day sick leave is donated.

Unused and undistributed hours donated to the sick leave bank will remain in the bank and will roll over at the end of each fiscal year. Hours will not be returned to the donating employee. For additional information about this sick leave bank, please contact the Human Resources Office.

## Sabbatical Leave

MWA understands the significance of having employees who are leaders in their field and we encourage innovation and creativity in our employees. It is also important for retention and long-term health that employees are given time to reflect, recuperate and reinvigorate both personally and professionally. Sabbatical leave is not vacation leave. Because employees do not have a vested right to sabbatical leave, and because it is not vacation leave or akin to vacation leave, such leave does not pay out upon employee separation from employment.

### **Purpose**

It is the policy of Making Waves Academy to allow exceptional and unique employees (staff and teachers, including Central Office employees) to take paid sabbatical leave to focus on self-development, extensive learning and reflection for a specified period of time. Employees eligible for sabbatical leave will be asked to submit a formal proposal for the use of sabbatical leave time.

### **Eligibility**

Any full-time employee in “good standing” as defined in this Handbook and with seven or more consecutive years of regular service is eligible to submit a proposal. Candidates should be the positive, team players recognized by their peers to be high performing employees.

Employees may apply to take sabbatical leave according to a matrix based on the employee’s job position and length of service. After an employee has completed sabbatical leave, he or she is not permitted to reapply for sabbatical leave for a period of seven years.

Employees on approved sabbatical leave will receive partial pay (50% of regular salary of wages) and continued benefits during the period of leave at the same level provided by the employer prior to the leave.

### **Procedures**

Eligible employees who wish to apply for sabbatical leave are required to submit a proposal to their immediate supervisor and division head describing the reason for the sabbatical and anticipated activities during sabbatical. Such a request must be made at least ninety (90) days prior to and in advance of the intended leave. Some examples of activities during sabbatical include continuing education, travel, and research.

The submitted proposal will be reviewed by the employee’s immediate supervisor and the CEO. The supervisor or CEO may support the request by drafting a Recommendation for Approval to the

Board. The supervisor or CEO will then refer the sabbatical request and the Recommendation for Approval (if applicable) to the Board for a decision. The Board will consider the request for a sabbatical and the Recommendation during a subsequent regular Board meeting and approve or deny the request.

Sabbatical proposals will be approved based on the employee’s goals and focus during the leave, as well as staffing and operational needs of the employee’s department and/or division and the School. At no time may more than ten percent (10%) of the employees in any department be on sabbatical.

**Guidelines**

After an employee’s return from sabbatical leave, the employee will be asked to produce evidence of the activities conducted during this time. In some instances, this may include nature and outcomes of travel, writing or research sample work, other evidence that the activity during sabbatical was contributing to their growth and development. Upon return from sabbatical the employee will make a presentation to their Supervisor, Division Head and CEO. Other members of the MWA community may be invited as relevant.

Employees on sabbatical leave will not be required to use any accrued leave during this period and are permitted to carry over all leave in the instance that the sabbatical leave crosses from one calendar year into the next. Employees will not accrue any additional leave during their sabbatical.

MWA’s group benefits plan document states that employees who are on approved sabbaticals are eligible for coverage. Employees on sabbatical who are enrolled in our group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.

Time off taken for approved Family Medical and Leave Act (FMLA) leave will not be counted against the employee when determining eligibility or “continuous service.”

**Eligibility Criteria and Time off**

<b>Group</b>	<b>7 years of service</b>	<b>14 years of service</b>	<b>21 years of service</b>
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time
Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time



## Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

### **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

### **Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

### **Amount of FMLA Leave Which May Be Taken**

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

### **Pay during FMLA Leave**

1. An employee on FMLA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

### **Health Benefits**

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The School may recover the health benefit costs paid on behalf of an employee during their FMLA leave

if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if their works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

### **Seniority**

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority they had when the leave commenced.

### **Medical Certifications**

1. An employee requesting FMLA leave because of their own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

### **Procedures for Requesting and Scheduling FMLA Leave**

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be given a copy of the School’s then- current FMLA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.
4. If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but

less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

### **Limitations on Reinstatement**

1. The School may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.
2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that they qualify as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

### **Employment During Leave**

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

## Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

### Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to herself, the successful completion of their pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

### Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17  $\frac{1}{3}$  weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17  $\frac{1}{3}$  weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17  $\frac{1}{3}$  weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

### Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Vacation and sick pay accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

### **Health Benefits**

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.

### **Seniority**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

### **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

### **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

## **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with the School policy, before an employee will be permitted to return from a pregnancy disability leave of three (5) days or more, the employee must obtain a certification from their healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

## **Employment During Leave**

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

## COVID-19 Addendum

### FMLA Leave Expansion and Emergency Paid Leave (COVID-19)

#### Purpose

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and pay, where applicable. This policy will be in effect from January 1, 2021, until September 30, 2021. Our existing FMLA leave policy still applies to all other FMLA-qualifying reasons for leave outside of this policy.

#### 1. Families First Coronavirus Act ("FFCRA or Act")

In addition to other qualifying Family Care and Medical Leave identified in the School's Employee Handbook, the School provides paid sick leave and expanded family and medical leave for specified reasons related to COVID-19 as described below.

Until no longer required by Federal law, the School will provide an eligible employee with up to 12 weeks of leave to care for their children, who are under the age of 18, because of a COVID-19 related school or child care related closure.

### Employee Eligibility

Eligible employee means an employee who has been employed by the School for at least 30 calendar days and is unable to work (or telework) when work is actually available, due to a need for leave to care for that employee's son or daughter if the child's school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

### Rehired Employees

Employees who were laid off by the employer not earlier than March 1, 2020, had worked for the employer for not less than 30 of the last 60 calendar days prior to the employee's layoff and was rehired by the employer are eligible employees.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

"Child care provider" means a provider who receives compensation for providing child care services on a regular basis, including:

- A center-based child care provider.
- A group home child care provider.
- A family child care provider (one individual who provides child care services for fewer than 24 hours per day, as the sole caregiver, and in a private residence).
- Other licensed providers of childcare services for compensation.
- A childcare provider that is 18 years of age or older who provides child care services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece or nephew of such provider, at the direction of the parent.

"School" means an elementary or secondary school.

### Duration of Leave

Employees will have up to 12 weeks of leave to use from January 1, 2021, through September 30, 2021, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken 6 weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

### Increments & Intermittent Use of Leave

All employees that request expanded FMLA leave intermittently and in any increment will require approval by the School. For example, an employee may only need 4 hours per day of leave to care for his or her child or may only need to do so on Tuesdays and Thursdays. Managers and employees are expected to be flexible in scheduling wherever possible.

### Pay During Leave

For the first 10 days for which an employee takes expanded FMLA leave, it will be unpaid unless the employee elects to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave.

After the first 10 days of leave, the leave shall be paid by the School in accordance with the following calculations:



- No less than two-thirds of an employee's regular rate of pay as determined under 29 U.S.C. § 207(e); and
- The number of hours the employee would otherwise be normally scheduled to work.
- If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the employer shall use the following in place of such number:
  - A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
  - If the employee did not work over such a period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

#### Employee Status and Benefits During Leave

While an employee is on leave, the School will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

While on paid leave, the School will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the HR department.

If the employee contributes to a life insurance or disability plan, the School will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the School may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

#### Procedure for Requesting Leave

All employees requesting FMLA leave must provide written notice of the need for leave to the HR manager as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided.

Notice of the need for leave must include:

- The name and age of the child or children being cared for.
- The name of the school, place of care, or child care provider that closed or became unavailable due to COVID-19 reasons.
- A statement representing that no other suitable person is available to care for the child or children during the period of requested leave. For children over the age of 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

Note: In any case where the necessity for expanded FMLA leave is foreseeable, an employee shall provide the School with such notice of leave as is practicable. If the necessity for expanded leave is not foreseeable, an employee must provide the School required documentation as soon as possible supporting their need for expanded FMLA leave.

On a basis that does not discriminate against employees on FMLA leave, the School may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### Returning to Work

Employees will be required to submit written documentation by a healthcare provider to the HR department that determines that they are able to return to work (or telework).

### Restoration to Position

An employee who takes expanded FMLA leave shall be entitled, on return from such leave, (A) to be restored by the employer to the position of employment held by the employee when the leave commenced; or (B) to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

## 2. Emergency Paid Sick Leave ("E-Sick Leave")

In addition to the School's Sick Leave policy identified in the Employee Handbook, the School will provide to each employee employed by the School to the extent that the employee is unable to work (or telework) when work is actually available, due to a need for leave because of any of the following:

1. The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. Attending an appointment to receive a COVID-19 vaccine;
4. Experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work;
5. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
6. The employee is caring for an individual who is subject to an order as described in the first bullet or has been advised as described in the second bullet; or
7. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

"Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

"Individual" means an immediate family member, roommate or similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for must: a) be subject to a federal, state or local quarantine or isolation order as described above; or b) have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.

"Health care provider" to include "only employees who meet the definition of that term under the Family and Medical Leave Act regulations or who are employed to provide diagnostic services, preventative services, treatment services or other services that are integrated with and necessary to the provision of patient care which, if not provided, would adversely impact patient care."

All employees, regardless of how long the employee has been employed by the School, are eligible for E-Sick Leave.

### Amount of Paid Sick Leave

For full-time employees, the School will grant the employee 80 hours of paid E-Sick Leave. For part-time employees, a number of hours granted will be equal to the number of hours that such employee works, on average, over a two-week period.

If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken E-Sick Leave, the employer shall use the following in place of such number:

- A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
- If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

Unused paid E-Sick Leave does not carry over from 1 year to the next and is not paid out on termination. Once an employee who received paid E-Sick Leave returns to work, the School will not provide the employee any further paid E-Sick Leave.

The School shall not require, as a condition of providing paid E-Sick Leave, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid E-Sick Leave. Human Resources will confidentially notify the Supervisor that the employee will be out until further notice.

#### Rate of Pay

Paid E-Sick Leave is calculated based on the employee's required compensation and the number of hours the employee would otherwise be normally scheduled to work, except that an employer shall not be required to pay more than:

- \$511 per day and \$5,110 in total when an employee uses E-Sick Leave for that employee's own COVID-19 related needs
- \$200 per day and \$2,000 in total when an employee uses E-Sick Leave for caring for another person's COVID-19 related needs or the employee is experiencing any other substantially similar condition as specified above.

#### Procedure for Requesting Emergency Paid Sick Leave

Employees must notify their manager or the HR department of the need and specific reason for leave under this policy either prior to leave or soon as is practicable. If the necessity for expanded leave is not foreseeable, an employee must provide the School required written documentation as soon as possible supporting their need for sick leave for the following listed below. Verbal notification will be accepted until practicable to provide written notice.

- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual the employee is taking leave to care for who is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave.
- For children over age 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

Once emergency paid sick leave has begun, if possible, the employee and his or her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

#### Returning to Work

Employees will be required to submit written documentation by a healthcare provider to the HR department that determines that they are able to return to work (or telework).

#### Carryover

Paid emergency sick leave under this policy will not be provided beyond September 30, 2021. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

#### Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for use of this leave.

Please contact the HR department with any questions.

#### COVID-19 Employee Vaccination Policy

##### Purpose

Consistent with Making Waves Academy's ("MWA" or the "School") legal duty to maintain a safe and healthy workplace and to limit the spread of COVID-19, the School shall enforce this COVID-19 Employee Vaccination Policy ("Policy"). The purpose of this Policy is to protect the health, safety, and well-being of all School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. At the time of adoption of this Policy, the COVID-19 vaccination is not available for most students (based upon student age). This Policy shall be implemented in a manner that is consistent with current federal, state, and local law, as well as applicable public health guidance, including that from the Centers for Disease Control and Prevention ("CDC") and the California Department of Public Health ("CDPH").

##### Scope

This Policy applies to all School employees and individuals who enter campus for any period, or have contact with any employees, students, or other School stakeholders, however brief. This Policy applies to COVID-19 vaccines that are currently available to School employees under Food and Drug Administration ("FDA") Emergency Use Authorization, as well as those that may later become available under FDA Emergency Use Authorization. Should any COVID-19 vaccine receive FDA non-emergency use authorization, this Policy will apply to such vaccines as well. Additionally, should any COVID-19 vaccine require two (2) doses for complete inoculation, compliance with this Policy requires both doses.

##### Policy

It is the policy of the School to mandate that all employees receive the COVID-19 vaccine, once available. The School recognizes the possible operational realities of COVID-19 vaccine distribution issues, and that COVID-19 vaccines may not be available for all employees at the same time. However, once any vaccine opportunities become available, all School employees must inoculate for COVID-19. The School will provide employees with information regarding the operational logistics of such vaccination opportunities (e.g., opportunities to schedule vaccinations during the workday, etc.). As COVID-19 vaccines become more widely available, the School reserves the right to revise this Policy and mandate all employees vaccinate by a certain date.

Employees who refuse to comply with this Policy and who are not otherwise eligible for an accommodation consistent with applicable legal requirements as further detailed below will be placed on unpaid/inactive status until they comply. Employees who refuse to vaccinate for COVID-19 and who are not otherwise entitled to an accommodation will be excluded from campus/the workplace and placed on unpaid/inactive status for five (5) working days pending compliance with this Policy. Continued absences from work as a result of noncompliance with this Policy may be deemed unexcused, and result in disciplinary action, up to and including termination from employment.

Consistent with applicable law, the School will pay all nonexempt employees for time spent receiving the COVID-19 vaccine, assuming the vaccine cannot be obtained during working hours. The School will also reimburse all employees for the cost of the vaccine (if any), as well as reasonable and necessary mileage (if applicable). All reimbursements require appropriate supporting documentation. Any School employees experiencing symptoms related to the COVID-19 vaccine that prevents them from being able to work are eligible for COVID-19 sick leave and should contact [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org) for support.

### Proof of Vaccination

Once School employees receive the COVID-19 vaccine, either when directed to do so or when available, they must provide the School with written proof of COVID-19 vaccination within two (2) working days by completing the Vaccine Documentation Submission Survey [here](#). Written proof of COVID-19 vaccination currently means a vaccination card disbursed to COVID-19 recipients, post inoculation which clearly shows the employee's name and date of the vaccination. Failure to provide the School with written proof of COVID-19 vaccination upon request by the School constitutes noncompliance with this Policy. The School further reserves the right to request proof of both the first and second vaccination doses for COVID-19, if applicable.

When providing proof of vaccination, employees must not provide any medical or genetic information to the School. It is an employee's responsibility to ensure their proof of vaccination is free from medical and genetic information.

The School shall strictly maintain confidentiality of all employee COVID-19 vaccination data and related medical information, other than reporting the results to federal, state, and local health departments or agencies, only where required by law. The School will store all medical information about any employee separately from the employee's personnel file in order to limit access to this confidential information. The School will have a separate confidential medical file for each employee where the School stores employee medical information. Medical information includes COVID-19 vaccination data.

### Continued Health and Safety Protocol

Consistent with the School's health and safety protocol, including its COVID-19 Health and Safety Policy and COVID-19 Injury and Illness Prevention Plan Addendum, and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes but is not limited to continued use of facial coverings and social distancing practices.

### Requests for Accommodations

Employees who are unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law may be entitled to an accommodation from the School's COVID-19 vaccination requirement. Once the School is on notice that an employee may be unable to comply with the Policy due to a qualifying disability or sincerely held religious belief, practice, or observance, the School will engage in an interactive process with the employee, and work to identify any possible accommodations. As part of the interactive process, the School reserves the right to request supporting documentation or a medical certification which documents

the basis for the requested accommodation. The School may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at the School or to the employee, or if the accommodation will cause an undue hardship for the School. Employees who believe they may be entitled to a legally valid accommodation consistent with this Policy should contact Fe Campbell, Director of Human Resources to address this matter further at [fcampbell@mwacademy.org](mailto:fcampbell@mwacademy.org).

### Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine, refusing to receive the COVID-19 vaccine, or for requesting a lawfully recognized accommodation from the COVID-19 vaccination Policy.

### Disclaimer

As public health and legal guidance regarding COVID-19 vaccinations evolves, the School reserves the right to revise this Policy. Upon any revision to this Policy, the School will provide immediate notice in writing to all employees.

Should you have any questions regarding this Policy, you may contact Fe Campbell, Director of Human Resources at [fcampbell@mwacademy.org](mailto:fcampbell@mwacademy.org).

### Employee COVID-19 Testing Policy

#### Purpose

Making Waves Academy (“MWA” or the “School”) recognizes testing for COVID-19 as a key measure necessary to allow students and staff to safely return to campus to any degree while COVID-19 continues to spread and pose a direct threat to the School and our community. Per the Centers for Disease Control and Prevention (“CDC”), the California Public Health Department (“CDPH”), and applicable legal authority, testing for COVID-19 is part of a comprehensive strategy in combatting the virus and should be used in conjunction with promoting behaviors that reduce the spread of the virus. In combination with robust health and safety protocols, adherence to public health guidelines, including social distancing, active contact tracing, and the exclusion, quarantine, or isolation of any individual who is sick with or has been exposed to COVID-19, testing is intended to support the School to reopen and remain open safely by increasing the likelihood of detecting asymptomatic individuals who are infected within the School community, and limiting the spread of COVID-19 by symptomatic individuals, thereby maximizing the health and safety of all employees, students, and stakeholders.

#### Definitions

- Asymptomatic COVID-19 surveillance testing is the testing of individuals without evident symptoms of COVID-19 or a known exposure to a COVID-19 infected individual for the purpose of detecting and limiting the spread of COVID-19 within the School community.
- Symptomatic testing means an individual with symptoms of COVID-19.
- Response testing is used to identify positive individuals once a case has been identified in a given stable group and can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with COVID-19.

#### General Requirements

Consistent with public health guidance, legal authority, and the School’s legal duty to maintain a safe and healthy workplace and learning environment, the School will implement COVID-19 testing based on local disease trends periodically, as testing capacity permits and as practicable, if directed by the local public health order, public health guidance, and where required by law. Currently, the School will require any

employees coming onto any School campus or otherwise interacting with other employees or students in-person to complete an asymptomatic, non-invasive COVID-19 test regardless of whether the individual shows any symptoms, once every two (2) weeks. The School will also require any and all employees coming onto campus to complete a non-invasive COVID-19 test intended to detect the presence of COVID-19 infection on a symptomatic and response basis, as warranted. The School reserves the right to amend COVID-19 testing cadences in this Policy, as consistent with public health guidance and applicable legal authority.

MWA has contracted with one or more testing providers licensed by the state of California and the United States' Food and Drug Administration ("FDA") to provide valid COVID-19 viral RT-PCR [A1] testing to detect the active presence of COVID-19 infection.[A2] However, any employee may select one of the acceptable testing alternative including Kaiser, other health care provider or local county testing site and submit a copy of their results to [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org) in alignment with the mandatory testing policy may do so in lieu of utilizing the testing provider(s) elected by the School. Such testing provider must be licensed by the state of California and FDA to provide valid viral RT-PCR tests for COVID-19 infection. Such testing will be provided free of charge to any employee required to undergo testing as a condition of returning or to continuing to work in-person at the School. If an employee chooses to select their own COVID-19 testing provider, the School will only accept the result and thus allow the employee to return to campus, if the employee undergoes an RT-PCR Test. If the employee presents another form of COVID-19 testing, the School will require the employee to present a RT-PCR Test before returning to campus.

Testing labs or facilities will share employees' COVID-19 test results with authorized representatives at the School, when such testing is required by the School, in compliance with the Health Information Portability and Accountability Act ("HIPAA"). The School will adhere to strict confidentiality protocols regarding all the receipt and handling of testing results provided to it as outlined in this Policy.

The only exceptions to this Policy will be for visitors onsite solely to drop off or pick-up technological equipment or other resources for engaging in distance learning or teaching, but who do not physically enter the School campus. Any individual coming onto campus for any reason will still be required to wear a face covering, maintain social distancing, and complete a health screening including a wellness check prior to being admitted. Any individual who is ill, showing any symptoms, or may have been exposed to COVID-19 must not enter any MWA campus and must follow public health guidance regarding quarantine and isolation orders.

Employees who refuse to consent to COVID-19 testing as consistent with this Policy will be excluded from the School campus while public health and legal guidance regarding the COVID-19 pandemic remain in place. For all employees who remain in telework status, they will not need to undergo testing while they continue working remotely. However, any employees in telework status who need to enter any School campus for any reason must comply with this Policy.

Until public health guidance changes, the School requires employees to get tested as soon as possible after developing one (1) or more COVID-19 symptoms or if one (1) or more household members or close contacts tested positive for COVID-19. In the event of a positive test result, the School requires that employees notify School administration immediately if the employee tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19. Upon receiving notification that an employee has tested positive for COVID-19 or been in close contact with a COVID-19 case, the School will take actions as required by law, the MWA COVID-19 Health & Safety Policy, and the MWA COVID-19 Injury and Illness Prevention Plan ("IIPP") Addendum.

#### Consent to Test

No employee will be tested without their consent. However, access to any MWA campus, including for employees working on campus, will be restricted to only those employees who comply with the testing protocol outlined in this Policy.

### Consequences for Employees who Fail to Comply with the Policy

Any employee who has returned to work in-person and refuses to provide testing results to the School consistent with this Policy or who otherwise fails to comply with the testing requirements will be placed off work and on unpaid/inactive status until such time as they are able to provide evidence of completion of the testing requirements. Placement off work may result in loss of pay if the employee is unable to work remotely and could result in discipline up to and including termination if the employee does not comply with the testing requirement. The School will make every effort to accommodate any employee pursuant to all applicable federal, state, and local law who because of a qualifying disability or other legally valid reason is unable to comply with the testing requirement. Any employee who believes they will be unable to comply with this Policy on the basis of a qualifying disability or other lawful basis must contact Fe Campbell, Director of Human Resources at fcampbell@mwacademy.org for guidance and to request an accommodation.

### Confidentiality and Compliance with ADA

Once the School receives COVID-19 test results of any employee, the School will handle them in accordance with applicable law, including but not limited to the American's with Disabilities Act ("ADA") and the Fair Employment and Housing Act ("FEHA"). The School will maintain the confidentiality of the results of employee COVID-19 test results. COVID-19 test results will be maintained in a confidential medical file separate from the employee's general personnel file. Only the School's Human Resources Department and necessary administration officials will be granted access to test results, and only to assess whether any individual poses a direct threat to the workplace/learning environment and for the purpose of organizing the School's COVID-19 response and protecting the workplace and School from COVID-19 infection. The School will comply with state law and public health guidance regarding the requirement to provide general notice, without sharing confidential information such as an individual's names or medical information, to any persons who were potentially exposed to an individual infected with COVID-19 while on campus, or to report outbreaks to local health authorities as required by law. Every effort will be taken to ensure employee's rights to privacy are preserved while still acting in accordance with public health guidance and the law to prevent the spread of COVID-19. The School will not disclose employee medical information to third parties except as required by law, public health orders, and applicable legal authority to relevant public health authorities. Any employees authorized to review test results will be trained not to disclose them to third parties except in the instance outlined in this policy.

### Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for testing for COVID-19, refusing to test for COVID-19, nor for requesting a lawfully recognized accommodation from this Policy.

## Industrial Injury Leave (Workers' Compensation)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Human Resources Office;
- Seek medical treatment and follow-up care if required;



- Complete a written Employee's Claim Form (DWC Form 1) and return it to Human Resources; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The School, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Managing Director of Human Resources or designee and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

## Military and Military Spousal Leave of Absence

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, the School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

The School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

## Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) days in a two week period, without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

## Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all employees, the School will pay for up to ten (10) days if an employee is called to serve on a jury. If jury duty service exceeds this allotment, employees may “make up” the hours at another time within one month of jury duty service ending.

## Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Supervisor at least two (2) days notice.

Any employee who serves as an election official is eligible for unpaid leave on Election Day for purposes of service. Employees should notify their supervisor of their commitment to act as election official as far in advance as possible.

## School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child’s school or child care. If more than one (1) parent or guardian is an employee of the School, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child’s school requesting the presence of the employee.

## Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## Victims of Abuse Leave

The School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide the School with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide the School one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the School will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees’ safety while at work. To request an accommodation under

this policy, an employee should contact the Human Resources office.

## Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs.

The employee who wishes to reveal a problem of illiteracy and request assistance should contact Human Resources. All reasonable steps will be taken to safeguard the employee's privacy. Non - exempt employees may use accrued vacation pay if available, to make up for the work that is missed to attend literacy classes.

## Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform emergency duties as volunteer firefighter, reserve peace officer, or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

## Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Human Resources office thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult the Human Resources office.

# Discipline and Termination of Employment

## Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

operations.

23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Failure to complete mandatory compliance trainings within the period of time designated by Human Resources.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, the employee will be subject to discipline up to and including termination. The School generally follows a progressive discipline approach, beginning with a verbal reprimand and proceeding with more severe discipline if the matter is not corrected. However, the School is not obligated to follow a progressive discipline approach and may take more severe action, including termination. Contact the Human Resources Office for additional information and support.

Employees are expected to treat each other with respect and dignity; conduct themselves in a professional and courteous manner while on duty. The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the School, other employees, students and/or parents, may also result in disciplinary action.

## Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and

- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## Release from At-Will Employment

### **Resignations**

The School recognizes that varying circumstances may cause employees to voluntarily resign from employment. Because your employment with the School is on an "at-will" basis, you have a right to resign from the School at any time, with or without notice and with or without cause. In such cases, employees who intend to resign are encouraged to provide two (2) weeks' notice to their supervisor, preferably in writing, to facilitate a smooth transition from the School. The School reserves the right to determine the last day of employment as business needs warrant/dictate such action.

### **Retirement**

Employees who wish to retire are asked to notify their supervisor/department. Preferably one (1) month before the desired retirement date, it is recommended that retiring employees contact the Human Resources Office.

### **Job Abandonment**

Employees who fail to report to work without notifying their supervisor for three (3) consecutive days shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. Employees who separate from the School due to job abandonment are ineligible for rehire.

### **Termination**

Because School employees are employed on an at-will basis, the School retains the right to terminate employees at any time, with or without notice and with or without cause.

#### Re-Employment Eligibility

Staff who are released from at-will employment may apply for available School positions. There is no guarantee that released staff will be recalled to former positions or rehired to other School positions. If former employees are rehired during the notice or salary continuation periods, any pay in lieu of notice or salary payouts will terminate on the rehire date. Former employees who are rehired within one year from their last day of work will retain their previous date of hire from their last position. Staff who return to work after a break in service exceeding one year will not be considered rehires and will be given a new date of hire and must fulfill applicable waiting periods for benefits eligibility.



## **Final Pay**

### *Resignations*

Employees who provide at least seventy-two (72) hours of notice before resigning will receive their final paychecks via direct deposit or via paper check on their last day of work. Employees who provide less than seventy-two (72) hours of notice will receive their final paycheck by mail to their mailing address on file or via direct deposit. For purposes of the seventy-two (72)-hour requirement, the mailing date is considered the payment date.

### *Terminations*

Employees who are terminated involuntarily will receive their final paychecks in person or via direct deposit on their last day of work. Final paychecks will include all compensation earned through the date of termination, all accrued and unused vacation time, required taxes, and other mandatory deductions, according to state and federal guidelines.

## **Return of Company Property and Reimbursement**

Employees who separate from the School must return all School property to their supervisor or Human Resources at the time of separation. School property may include, but is not limited to, company cell phones, company credit cards, keys, PCs, laptops, computer equipment, files, and identification cards. Reimbursements are also due upon separation from the School. To resolve outstanding balances, please contact the Finance Team at [mwapayable@mwacademy.org](mailto:mwapayable@mwacademy.org). If MWA property is not returned or reimbursements not reconciled, additional action may be taken by the School to retrieve property or to collect monies owed.

## **Exit Interviews**

Employees will generally participate in an exit interview with Human Resources to review eligibility for benefit conversion, to ensure that all necessary forms are completed, for Human Resources to collect any the School-furnished property (such as uniforms, tools, equipment, software, laptops, cell phones, I.D. cards, keys, badges, credit cards, documents, and handbooks) that may be in the employee's possession, to review the employee's obligations regarding confidential information and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School.

A Human Resources representative will contact the employee in writing, inviting them to attend an exit interview at a mutually convenient time. The exit interview should take place as soon as possible after the confirmed leaving date has been received by Human Resources.

The employee will be asked a standard set of questions and given a chance to discuss any concerns of information they feel would be beneficial for the School to know about their employment experience at the School.

All departing employees will be encouraged to be honest, candid, and constructive in their responses.

## **Continuing Health Coverage**

The School offers full-time employees health insurance coverage as a benefit of employment. If employees are no longer eligible for coverage because they are no longer employed by the School, they may have the right to continue their health insurance coverage for up to thirty-six (36) months through COBRA. Employees will be responsible for paying the cost of the coverage. For questions about continued coverage, please contact [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org).

# Internal Complaint Review

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy for Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

## Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the [Managing](#) Director of Human Resources or designee or designee:

1. The complainant will bring the matter to the attention of the Acting Director of Human Resources or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts. The [Managing](#) Director of Human Resources or designee or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the CEO, the complainant may file their complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

## External Complaints

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the CEO or Board President as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint. In processing the complaint, CEO (or designee) shall abide by the following process:

1. The CEO or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the CEO (or designee) finds that a complaint against an employee is valid, the CEO (or designee) may take appropriate disciplinary action against the employee. As appropriate, the CEO (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The CEO's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the CEO) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

# Amendments to Employee Handbook

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

The School reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

## Non-Discrimination Policy Contacts

### **Title IX**

~~Fe Campbell, Elizabeth Martinez, Chief of Staff and Acting~~ Director of Human Resources

~~humanresourcescompliance@mwacademy.org~~

4123 Lakeside Drive

Richmond, CA 94806

(510) 262-1511

### **Title II, Title V, Title VI**

Elizabeth Martinez, Chief of Staff and Acting Director of Human Resources

compliance@mwacademy.org

4123 Lakeside Drive

Richmond, CA 94806

(510) 262-1511

### **504**

Karen Snider, Special Education Director

ksnider@mwacademy.org

4123 Lakeside Drive

Richmond, CA 94806

(510) 262-1511

## APPENDIX A

# HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the CEO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

The School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

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**Your Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date of Alleged Incident(s):** \_\_\_\_\_

**Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:**

\_\_\_\_\_

\_\_\_\_\_

**List any witnesses that were present:**

\_\_\_\_\_

\_\_\_\_\_

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**Where did the incident(s) occur?**

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**Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):**

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I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Complainant: \_\_\_\_\_

----- **To be Completed by Human Resources Only** -----

Received by: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name/Signature

**APPENDIX B**

**INTERNAL COMPLAINT FORM**

Your **Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date of Alleged Incident(s):** \_\_\_\_\_

**Name of Person(s) you have are filing a complaint against:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**List any witnesses that were present:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Where did the incident(s) occur?**

\_\_\_\_\_

**Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):**

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I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Complainant: \_\_\_\_\_

----- **To be Completed by School Official Only** -----

Received by: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name/Signature



# Coversheet

## Making Waves Foundation School Rental Agreement 2021-22

**Section:** IV. Action Items  
**Item:** G. Making Waves Foundation School Rental Agreement 2021-22  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:**  
Making Waves Foundation School Rental Agreement FY2022-4.21.2021-hm.pdf

**BACKGROUND:**

2021-22 Making Waves Foundation School Rental Agreement. Alicia Malet Klein is serving on both Making Waves Academy and Making Waves Foundation, Inc. Board of Directors. Ms. Kelin will recuse herself from the voting on Making Waves Foundation, Inc. and Making Waves Academy school lease.

**RECOMMENDATION:**

We recommend the MWA Board review and approve the 2021-22 school lease. Fiscal Impact: \$1,753,179

**LEASE**

(MWA Middle School and Upper School)

This Lease supersedes and replaces Prior Lease Agreement by and between the Landlord and Tenant. Said Prior Lease is null and void as of the date of this Lease agreement and is replaced entirely with this Lease.

**Basic Lease Information**

Revision Lease Date:	April 21, 2021
Landlord:	Making Waves Foundation, Inc.
Tenant:	Making Waves Academy
Buildings (section I.I):	MS-1 - 4285 Lakeside Drive, Richmond, CA 94806 MS-2 - 4175 Lakeside Drive, Richmond, CA 94806 MS-Gym - 4165 Lakeside Drive, Richmond, CA 94806 US-1 - 4123 Lakeside Drive, Richmond, CA 94806 US-2 - 4131 Lakeside Drive, Richmond, CA 94806 US-3 - 4145 Lakeside Drive, Richmond, CA 94806 US-4 - 4155 Lakeside Drive, Richmond, CA 94806
Campus	The Building and the land surrounding the Building and outlined on Exhibit A.
Premises (section I.I):	100% of the space within the Building
Lease Term (section 2.1):	The period commencing on the Commencement Date and ending on the Expiration Date (as such terms are defined below).
Commencement Date (section 2.1):	July 1, 2021
Expiration Date (section 2.1):	June 30, 2022
Base Rent (section 3.1(a)): Total Monthly	\$146,098 per month
Annual Rent	\$1,753,179 Annual
Rent Payment Address (section 3.2):	Making Waves Foundation, Inc. 3045 Research Drive Richmond, CA 94806
Permitted Use (section 6. I):	Public Charter School

Deposit (section 27.1): *N/A*

Tenant's Address (section 30.1): At the Premises

Landlord's Address (section 30. I): Making Waves Foundation, Inc.  
3045 Research Drive  
Richmond, CA 94806

The foregoing Basic Lease Information is incorporated in and made a part of this Lease. If there is any conflict between the Basic Lease Information and any other part of this Lease, the former shall control.

<p><b>TENANT:</b></p> <p>Making Waves Academy, a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>LANDLORD:</b></p> <p>Making Waves Foundation, Inc., a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A - Plan Outlining the Premises

## LEASE

THIS LEASE, made as of the date specified in the Basic Lease Information by and between the landlord specified in the Basic Lease Information ("Landlord"), and the tenant specified in the Basic Lease Information ("Tenant"),

## WITNESSETH:

### ARTICLE I Premises

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions set forth in this Lease the (the "Premises") shown Exhibit A attached hereto and described in the Basic Lease Information, which Premises are located in the building (the "Building") described in the Basic Lease Information. The Building is part of a larger campus for Making Waves Academy consisting of the MWA Middle School and the MWA Upper School (the "Campus"). As used in this Lease, the term "Campus" shall include the parcel or parcels of land on which the MWA Middle School and the MWA Upper School is located and all appurtenances thereto. The Premises shall include the appurtenant right to the use, subject to the reasonable rules and regulations as may be promulgated by Landlord from time to time, all portions of the Campus other than the Premises. Landlord reserves the right to close, make alterations or additions to, or change the size, configuration, use and location of elements of the Building and the Campus and their respective common areas. All of the windows and outside decks or ten-aces and walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord. Tenant shall not in any event be permitted to use the roof of the Building for any purpose without first obtaining the prior consent of Landlord; provided however, that the Landlord shall permit Tenant to sublease the roof the Premises for the installation of solar panels provided that all such solar panel work is performed in accordance with Article 8 and such installation does materially adversely affect the operation of the Building or the functionality of the roof.

1.2 For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant hereby waives any and all rights it otherwise might now or hereafter have under Section 1938 of the California Civil Code. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this Lease and there are and shall be no warranties that extend beyond the warranties, if any, expressly set forth in this Lease.

1.3 Tenant shall use such parking spaces solely for parking automobiles of Tenant's officers, students, families, visitors and employees. Tenant shall comply with all Rules and Regulations and all laws now or hereafter in effect relating to the use of parking spaces. Without limiting the foregoing, in no event shall this Lease be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage, nor shall there be any abatement of rent hereunder, by reason of any reduction in Tenant's parking rights hereunder by reason of strikes, lock-outs, labor disputes, shortages of material or labor, fire, flood or other casualty, acts of God or any other cause beyond the control of Landlord.

1.4 Tenant acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). Tenant acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements, and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Data Verification Checklist, (ii) the Data Verification Checklist is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Data Verification Checklist. If and to the extent not prohibited by applicable law, Tenant hereby waives any right it may have to receive the Data Verification Checklist, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any liability Landlord may have to Tenant relating to the Energy Data Verification Checklist, including, without limitation, any liability arising as a result of Landlord's failure to disclose any matter requiring disclosure under the Energy Disclosure Requirements to Tenant prior to the execution of this Lease. Tenant's acceptance of the Premises pursuant to the terms of this Lease shall be deemed to include Tenant's approval of the energy performance of the Building and the Data Verification Checklist.

## ARTICLE 2 Term

2.1 The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease shall be the term specified in the Basic Lease Information (the "Lease Term"), which shall commence on the commencement date specified in the Basic Lease Information (the "Commencement Date") and, unless extended or sooner terminated as hereinafter provided, shall end on the expiration date specified in the Basic Lease Information (the "Expiration Date").

## ARTICLE 3 Rent

3.1 Tenant shall pay to Landlord the following amounts as rent for the Premises:

(a) Commencing on the Rent Commencement Date and continuing thereafter during the Lease Term, Tenant shall pay to Landlord, as monthly rent, the base rent specified in the Basic Lease Information (the "Base Rent").

(b) Throughout the Lease Term, Tenant shall pay, as additional rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money and charges are otherwise designated "additional rent." As used in this Lease, "rent" shall mean and include all Base Rent, all additional rent and all other amounts payable by Tenant in accordance with this Lease.

3.2 Tenant shall pay all monthly rent to Landlord, in advance, on or before the first day of each and every calendar month during the Lease Term, without notice, demand, deduction or offset, in lawful money of the United States of America. Landlord instructs Tenant to pay all such monthly rent to the address specified therefor in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate in writing. Landlord shall have the right to apply

payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord may elect.

#### ARTICLE 4

##### Taxes

4.1 Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Premises, if any, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises.

4.2 Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises.

#### ARTICLE 5

##### Intentionally Deleted

#### ARTICLE 6

##### Use; Environmental Matters

6.1 Tenant shall use the Premises only for the purposes described in the Basic Lease Information for Tenant's business and no other purpose whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant at all times shall conduct its business in the Premises in a first class and reputable manner and shall be responsible for causing the conduct of Tenant's employees, faculty and students in the Building and around the Campus at all times to comply with the same. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, ordinance, rule, regulation or order now in force or which may hereafter be enacted, or which is prohibited by any property insurance policy carried by Landlord for the Campus, or will in any way increase the existing rate of, or cause a cancellation of, or affect any property or other insurance for the Campus or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in, on or about the Premises which will in any way obstruct or interfere with the rights of Landlord. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not bring into the Building any furniture, equipment, materials or other objects which overload the Building or any portion thereof. Subject to any temporary shutdown for repairs, for security purposes, for compliance with any legal restrictions, or due to force majeure, Tenant shall have access to the Premises twenty-four (24) hours a day, each day of the Lease Term. Without limiting any other provision of this Article 6 or this Lease, if Landlord determines, in its sole judgment, that Tenant's operations are causing wear and tear or damage to the wall coverings or finishes in the corridors or other areas of the Premises or the Building, Landlord may elect to repair such wear and tear or damage at Tenant's sole expense, which shall be paid by Tenant to Landlord upon demand.

6.2 Tenant shall not bring or keep, or permit to be brought or kept, in the Premises or the Campus any "hazardous substance" (as hereinafter defined). Tenant shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any hazardous substance in the Premises or the Campus, or use the Premises for any such purpose, or emit, release or discharge any hazardous substance into any air, soil, surface water or groundwater comprising the Premises or the Campus, or permit any person using or occupying the Premises to do any of the foregoing. The preceding sentence shall not prohibit the ordinary use of any hazardous substance normally used in the operation of a general office for

Tenant's business as permitted by this Lease, provided the amount of any such hazardous substance does not exceed the quantity necessary for the normal operation of a general office in the ordinary course of business and the use, storage and disposal of any such hazardous substance strictly comply with all applicable "environmental laws" (as hereinafter defined). Tenant shall comply, and shall cause all persons using or occupying the Premises to comply, with all environmental laws applicable to the use or occupancy of the Premises by Tenant or any operation or activity of Tenant therein.

6.3 Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, actions, judgments, liabilities, costs, expenses, losses, damages, penalties, fines and obligations of any nature (including reasonable attorneys' fees and disbursements incurred in the investigation, defense or settlement of claims) that Landlord may incur as a result of, or in connection with, claims arising from the presence, use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any hazardous substances introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. The liability of Tenant under this section 6.3 shall survive the termination of this Lease with respect to acts or omissions that occur before such termination.

6.4 As used in this Lease, "hazardous substance" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the environmental laws, and includes asbestos, petroleum, petroleum products, polychlorinated biphenyls, radon gas, radioactive matter, and chemicals which may cause cancer or reproductive toxicity. As used in this Lease, "environmental laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

#### ARTICLE 7 Services and Utilities

7.1 Landlord shall maintain the parking lots, roofs, elevators, landscaping including all outdoor play facilities, the structural components of the Premises and the Campus, the plumbing system, photovoltaic system, EV chargers, water storage tank drainage system, utility lines and connections and other utility fixtures and equipment serving the Premises, and the mechanical, electrical, plumbing and other building systems of the Premises (including Fire-Life, Safety system, the heat, air conditioning and ventilation systems of the Premises) at its cost and expense in good condition and repair. Any damage to the Premises or the Campus caused by Tenant or any agent, employee, contractor, licensee invitee or student of Tenant shall be repaired by Tenant at Tenant's expense.

7.2 Tenant shall be responsible for (i) arranging for the appropriate utility services to the Building and the MWA Upper School, (ii) appropriate janitorial services for the Premises and the common areas, including sweeping of the parking lots and (iii) any other services required for its specific use other than those services provided by Landlord pursuant to section 7.1 above.

7.3 Commencing on the Commencement Date and continuing thereafter during the Lease Term, Tenant shall be directly responsible for contracting for all utility services for the Building and the MWA Upper School (including, without limitation, electricity, gas, water and sewer and utilities serving the parking areas and the common areas) in Tenant's name and paying for such services directly to the applicable utility providers. Tenant shall pay for any and all such services in a timely manner and prior to delinquency.

7.4 In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, such interruption, failure or inability shall not constitute an eviction of



Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future laws permitting the termination of this Lease due to such interruption, failure or inability.

#### ARTICLE 8

##### Alterations

8.1 Tenant shall not make any alterations, additions, modifications or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto (collectively, "Alterations"), without Landlord's prior written consent.

8.2 All Alterations, including, without limitation, carpeting and all other improvements whether temporary or permanent in character, made in or to the Premises either by Tenant or by Landlord shall become part of the Building and Landlord's property. At Landlord's sole election any or all Alterations made for or by Tenant shall be removed by Tenant from the Premises at the expiration or sooner termination of this Lease and the Premises shall be restored by Tenant to their condition prior to the making of the Alterations, ordinary wear and tear excepted. The removal of the Alterations and the restoration of the Premises shall be performed by a general contractor selected by Tenant and approved by Landlord, in which event Tenant shall pay the general contractor's fees and costs in connection with such work. Movable furniture, equipment, trade fixtures and personal property (except partitions) shall remain the property of Tenant and Tenant shall, at Tenant's expense, remove all such property from the Building at the end of the Lease Term. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 8.2 to be performed after such termination.

#### ARTICLE 9

##### Liens

9.1 Tenant shall keep the Premises and the Building free from mechanics', materialmen's and all other liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law to protect the Building and the Premises from such lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant.

#### ARTICLE 10

##### Maintenance and Repairs

10.1 Except for the matters that are Landlord's obligations under section 7.1 above, Tenant shall, at all times during the Lease Term and at Tenant's sole cost and expense, maintain and repair the Premises, the Building and the MWA Upper School and every part thereof including the cosmetic maintenance of the Premises including but not limited to graffiti removal, maintenance painting (as distinguished from periodic repainting of the buildings of the Premises which shall be Landlord's responsibility), and similar routine maintenance and repair of normal wear and tear. Tenant shall also repair and maintain any equipment used in connection with the Premises and the MWA Middle Upper and installed specifically for Tenant and all equipment, fixtures and improvements therein

and keep all of the foregoing clean and in good order and operating condition, ordinary wear and tear and damage thereto by fire or other casualty excepted. Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

ARTICLE 11  
Damage or Destruction

11.1 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term, and this Lease is not terminated pursuant to sections 11.2 or 11.3 hereof, Landlord shall repair such damage and restore the Building and the Premises to substantially the same condition in which the Building and the Premises existed before the occurrence of such fire or other casualty (provided that Landlord shall have no obligation to restore any above- Building standard improvements or Alterations in the Premises, unless the cost thereof is paid by Tenant in advance of such restoration, or any Alterations made by or for Tenant in the Premises following the Commencement Date) and this Lease shall, subject to the provisions of this Article 11, remain in full force and effect. If such fire or other casualty damages the Premises or common areas of the Building necessary for Tenant's use and occupancy of the Premises and Tenant ceases to use any portion of the Premises as a result thereof, then during the period the Premises are rendered untenable by such damage Tenant shall be entitled to a reduction in monthly rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises or Alterations made by or for Tenant in the Premises following the Commencement Date. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures, personal property and any Alterations made by or for Tenant in the Premises following the Commencement Date. Such repair and replacement by Tenant shall be done in accordance with Article 8 hereof. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

11.2 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term and (a) such fire or other casualty occurs during the last twelve (12) months of the Lease Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

11.3 A total destruction of the Building shall automatically terminate this Lease effective as of the date of such total destruction.

ARTICLE 12  
Subrogation

12.1 Tenant waives on behalf of its insurers under all policies of property, liability and other insurance (excluding workers' compensation) carried by Tenant during the Lease Term insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of its insurers under all policies of property, liability and other insurance (excluding workers' compensation) carried by Landlord during the Lease Term insuring or covering the Building or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall, prior to or immediately after the date of this Lease, procure from each of the insurers under all such policies of property, liability and other insurance (excluding workers' compensation) insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this Article I2.

ARTICLE 13  
Indemnification and Insurance

13.1 Tenant hereby waives all claims against Landlord, Landlord's members, partners, shareholders, trustees, and beneficiaries, the Building's property manager, and Landlord's asset manager, and their respective officers, directors, agents, servants, employees and independent contractors (collectively, the "Landlord Parties"), for damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Campus arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Landlord. Tenant further assumes all risk of, and agrees that Landlord and the Landlord Parties shall not be liable for, any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) sustained as a result of the Premises not having been inspected by a Certified Access Specialist (CASp). Tenant shall indemnify, defend and hold harmless the Landlord Parties from and against all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from (a) any cause whatsoever in, on or about the Premises or any part thereof arising at any time other than solely by reason of the gross negligence or willful misconduct of Landlord, or (b) any act or omission of Tenant or its agents, employees, contractors, invitees or licensees in, on or about any part of the Campus other than the Premises (including, without limitation, any damage, bodily or personal injury, illness or death which is caused in part by Landlord), or (c) any breach by Tenant of the terms of this Lease. This Article I 3 shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

13.2 Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the term of this Lease the following insurance:

(a) Workers' compensation and employers' liability insurance policies with a minimum limit of \$1,000,000. The policies shall contain a Waiver of Subrogation endorsement in favor of the Landlord Parties.

(b) Automobile liability insurance policy, including owned, non-owned and hired automobiles, with a combined single limit of \$2,000,000 for bodily injury and property damage or equivalent approved by Landlord.

(c) An occurrence form commercial general liability insurance policy with coverage with limits of not less than \$2,000,000 combined single limit, each occurrence and aggregate, and will not provide for a self-insured retention or deductible in excess of \$50,000. Such insurance shall include Legal Liability limits of \$1,000,000 per occurrence, and \$2,000,000 products/completed operations coverage and such insurance shall be primary insurance as respects any claims, losses or liability arising directly or indirectly from the Tenant's operations and/or occupancy, and any other insurance maintained by Landlord shall be excess and not contributory with the insurance required hereunder. Said insurance policies shall include an endorsement, providing that the Landlord Parties and their officers and employees are additional insureds.

(d) Umbrella liability insurance policy with a limit of not less than \$5,000,000 or such higher limit as may be required by Landlord. The policy shall provide excess coverage over Tenant's Employers' Liability, Automobile Liability and Commercial General Liability coverages.

(e) Insurance policy for full replacement cost of Tenant's movable furniture, equipment, trade fixtures and personal property in the Premises, with special form cause of loss (excluding earthquake and flood) with agreed value endorsement. All amounts received by Tenant under the insurance specified in this section 13.2 shall first be applied to the payment of the cost of the repair and replacement Tenant is obligated to do under Article 11 hereof.

13.3 Landlord reserves the right to increase the amounts of coverage specified in section 13.2 above from time to time as Landlord determines is required to adequately protect Landlord and the other parties designated by Landlord from the matters insured thereby (provided, however, that Landlord makes no representation that the limits of liability required hereunder from time to time shall be adequate to protect Tenant). In addition, Landlord reserves the right to require that Tenant cause any of its contractors, vendors, movers or other parties conducting activities in or about or occupying the Premises to obtain and maintain insurance as determined by Landlord (which insurance coverages may be greater than those set forth in section 13.2 above and which may include types of insurance not specified above with respect to Tenant) and as to which Landlord and such other parties designated by Landlord shall be additional insureds.

13.4 All insurance required under this Article 13 and all renewals thereof shall be issued by good and responsible companies rated not less than A-:VIII in Best's Insurance Guide and qualified to do and doing business in the State in which the Building is located. Each policy, other than Tenant's workers' compensation insurance, shall: (a) provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired; (b) protect Tenant, as named insured, and Landlord and all the other Landlord Parties and any other parties designated by Landlord, as additional insureds, using such ISO or other form of endorsement as directed in writing by Landlord; (c) shall insure Landlord's and such other parties' contingent liability with regard to acts or omissions of Tenant; (d) include all waiver of subrogation rights endorsements necessary to effect the provisions of Article 12 above; (e) provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Landlord or the other Landlord Parties by reason of acts or omissions of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant; (f) specifically include all liability assumed by Tenant under this Lease {provided, however, that such contractual liability coverage shall not limit or be deemed to satisfy Tenant's indemnity obligations under this Lease); and (g) if subject to deductibles, shall provide for deductible amounts not in excess of those approved in advance in writing by Landlord in its sole discretion. Tenant shall deliver certificates of insurance, acceptable to Landlord, to Landlord at least ten (10) days before the Commencement Date and at least ten (10) days before expiration of each policy.

In addition, upon the issuance thereof, Tenant shall deliver each such policy or a certified copy thereof to Landlord for retention by Landlord. If Tenant fails to insure or fails to furnish to Landlord upon notice to do so any such policy or certified copy and certificate thereof as required, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as additional rent on demand.

13.5 During the term hereof, Landlord shall keep the Building (but excluding any personal property, fixtures, office equipment, furniture, artwork and other decoration not affixed to and a part of the Building) insured through reputable insurance underwriters against perils covered by a standard special form insurance policy or policies as such policies are in use as of the date of this Lease (excluding perils such as earthquake, flood and other standard special form policy form exclusions), if such a policy is reasonably available, with a deductible provision, if any, as determined by Landlord in an amount or amounts equal to not less than one hundred percent (100%) of the full replacement value of the Building (excluding the land and the footings, foundations and installations below the basement level). During the term hereof, Landlord shall keep in force general liability insurance in the amount and coverage as Landlord deems commercially reasonable.

#### ARTICLE 14 Compliance With Legal Requirements

14.1 Tenant shall, at its sole cost and expense, promptly comply with all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with any direction or certificate of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises and the MWA Upper School or the operation, use or maintenance of any equipment, fixtures or improvements in the Premises (collectively, "Applicable Laws"), excluding requirements of structural changes not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant. In the event that any structural changes are required to be performed to the Building to comply with Applicable Laws (and such changes are not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant), then Landlord shall perform such compliance work at Landlord's expense. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity carried on by Tenant in the Premises, or if Tenant's failure to secure such license or permit would adversely affect Landlord, Tenant shall duly procure and thereafter maintain such license or permit.

#### ARTICLE 15 Assignment and Subletting

15.1 Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person other than Tenant. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. Without limiting the generality of the foregoing, Tenant is expressly prohibited from allowing outside groups and organizations to utilize the Premises or any portion of the Building (whether on a temporary or a permanent basis) unless said outside groups or organizations (i) are non-profit and focused on education and/or underserved populations in the local area, (ii) any outside users of the Premises obtain event insurance in amounts commensurate with the risk of the use, as determined by Landlord in its sole discretion, (iii) any outside user provides security at a level determined

by Landlord, (iv) any outside user expressly agrees to clean up and restore the Premises following its use and (v) Tenant obtains Landlord's written consent to such outsider user's use of the Premises or the Building.

15.2 No assignment, sublease, pledge, mortgage, hypothecation or other transfer, nor any consent by Landlord to any of the foregoing, shall release Tenant from any of Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder (and Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against such assignee, subtenant or successor), or shall be deemed to be a consent to any subsequent pledge, mortgage, hypothecation, assignment, sublease, or occupation or use by another person. Tenant hereby acknowledges and agrees, and any instrument by which an assignment or sublease is accomplished shall expressly provide: (a) that the assignee or subtenant will perform and observe all the agreements, covenants and conditions to be performed and observed by Tenant under this Lease as and when performance and observance is due after the effective date of the assignment or sublease, (b) that Landlord will have the right to enforce such agreements, covenants and conditions directly against such assignee or subtenant, (c) in the case of a sublease, the subtenant shall, at Landlord's election, attorn directly to Landlord in the event that this Lease is terminated for any reason, (d) in the case of an assignment, the assignee assumes all of Tenant's obligations under this Lease arising on or after the date of the assignment, and (e) in the case of a sublease, the subtenant agrees to be and remain jointly and severally liable with Tenant for the payment of rent pertaining to the sublet space in the amount set forth in the sublease, and for the performance of all of the terms and provisions of this Lease. Any assignment or sublease without an instrument containing the foregoing provisions shall be void and shall, at the option of Landlord, constitute a default under this Lease. No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease (and any standard form of consent document required by Landlord) has been delivered to Landlord, together with the written consent to such assignment or sublease of any guarantor of Tenant's obligations hereunder, if any, and certificates evidencing that such subtenant or assignee is carrying all insurance coverage required under this Lease has been provided to Landlord.

15.3 Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (a) treat such sublease as canceled and repossess the entire Premises by any lawful means, or (b) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any subtenant to make all payments under or in connection with a sublease directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such subtenant shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant.

## ARTICLE 16 Rules and Regulations

16.1 Tenant shall faithfully observe and comply with the rules and regulations (the "Rules and Regulations") from time to time made in writing by Landlord. If there is any conflict, this Lease shall prevail over the Rules and Regulations and any modifications thereof or additions thereto.

ARTICLE 17  
Entry by Landlord

17.1 Landlord shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is performing all of its obligations hereunder, (d) supply any service to be provided by Landlord, (e) post notices of non-responsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Building, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant and approved in writing by Landlord in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 18  
Events of Default

18.1 The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any monthly rent as and when such monthly rent becomes due and payable and such failure continues for more than three (3) days; or

(b) Tenant fails to pay any additional rent or other amount of money or charge payable by Tenant hereunder as and when such additional rent or amount or charge becomes due and payable and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that after the second such failure in a calendar year, only the passage of time, but no further notice, shall be required to establish an Event of Default in the same calendar year; or

(c) Tenant fails to perform or observe any agreement, covenant or condition according to the provisions of Articles 6, 9, 15, 22 or 25 of this Lease as and when performance or observance is due and such failure continues for more than two (2) business days after Landlord gives written notice thereof to Tenant; or

(d) Tenant fails to perform or observe any other agreement, covenant or condition of this Lease to be performed or observed by Tenant as and when performance or observance is due and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that if, by the nature of such agreement, covenant or condition, such failure cannot reasonably be cured within such period of ten (10) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure within such period of ten (10) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure within a reasonable time; or

(e) Tenant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it, a petition for relief or reorganization or

arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, or (v) takes action for the purpose of any of the foregoing; or

(f) A court or governmental authority of competent jurisdiction enters an order appointing, without consent by Tenant, a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within sixty (60) days; or

(g) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(h) Tenant abandons the Premises.

#### ARTICLE 19 Remedies Upon Default

19.1 Landlord shall have the remedy described in California Civil Code section 1951.2. If an Event of Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under section 18.1 hereof) and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:

(a) The worth at the time of award of all unpaid rent which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which all unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which all unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(d) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above shall be computed by allowing interest at the Interest Rate (as defined in section 31.2 below). The "worth at the time of award" of the amount referred to in clause (c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid rent under clauses (a), (b) and (c) above, the rent reserved in this Lease shall be deemed to be all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others.



19.2 Landlord shall have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, even though Tenant has breached this Lease and an Event of Default has occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relent the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

19.3 The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

19.4 If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have thirty (30) days after receipt of such notice within which to cure such default; provided, however, that if such default cannot reasonably be cured within such period of thirty (30) days, a default by Landlord shall not exist as long as Landlord commences with due diligence and dispatch the curing of such default within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such default within a reasonable time. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Notwithstanding any other provision of this Lease, neither Landlord nor any of the other Landlord Parties shall have any personal liability under this Lease. In the event of any default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Building, and in no event shall any deficiency judgment or personal money judgment of any kind be sought or obtained against Landlord or any of the other Landlord Parties.

#### ARTICLE 20

##### Landlord's Right to Cure Defaults

20.1 All agreements to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money required to be paid by Tenant hereunder or fails to perform any other act on Tenant's part to be performed hereunder, Landlord shall have the right, without waiving or releasing Tenant from any obligations of Tenant, but shall not be obligated, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Interest Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums plus interest by Tenant as in the case of default by Tenant in the payment of rent.

#### ARTICLE 21

##### Eminent Domain

21.1 If a material part of the Premises is taken for a period in excess of one hundred eighty (180) days by exercise of the power of eminent domain before the Commencement Date or during the

Lease Term, Landlord and Tenant each shall have the right, by giving written notice to the other within thirty (30) days after the date of such taking, to terminate this Lease. If either Landlord or Tenant exercises such right to terminate this Lease in accordance with this section 21.1, this Lease shall terminate as of the date of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this section 21.1, or if less than a material part of the Premises is so taken, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be reduced as of the date of such taking in the proportion that the usable area of the Premises so taken bears to the total usable area of the Premises. If all of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Lease Term, this Lease shall terminate as of the date of such taking.

21.2 If all or any part of the Premises is taken by exercise of the power of eminent domain, all awards, compensation, damages, income, rent and interest payable in connection with such taking shall, except as expressly set forth in this section 21.2, be paid to and become the property of Landlord, and Tenant hereby assigns to Landlord all of the foregoing. Without limiting the generality of the foregoing, Tenant shall have no claim against Landlord or the entity exercising the power of eminent domain for the value of the leasehold estate created by this Lease or any unexpired Lease Term. Tenant shall have the right to claim and receive directly from the entity exercising the power of eminent domain only the share of any award determined to be owing to Tenant for the taking of improvements installed in the portion of the Premises so taken by Tenant at Tenant's sole cost and expense based on the unamortized cost paid by Tenant for such improvements, for the taking of Tenant's movable furniture, equipment, trade fixtures and personal property, for loss of goodwill, for interference with or interruption of Tenant's business, or for removal and relocation expenses, but only if such share does not reduce the amount otherwise payable to Landlord.

21.3 Notwithstanding anything to the contrary contained in this Article 21, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

21.4 As used in this Article 21, a "taking" means the acquisition of all or part of the Premises for a public use by exercise of the power of eminent domain and the taking shall be considered to occur as of the earlier of the date on which possession of the Premises (or part so taken) by the entity exercising the power of eminent domain is authorized as stated in an order for possession or the date on which title to the Premises (or part so taken) vests in the entity exercising the power of eminent domain. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of the California Code of Civil Procedure.

## ARTICLE 22

### Subordination to Mortgages

22.1 This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Building or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant hereunder be disturbed, if no Event of Default

exists under this Lease, and Tenant shall attorn to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust. Tenant agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Landlord. Tenant hereby acknowledges that, after the date hereof, Landlord may obtain secured financing for the Building secured by a mortgage or deed of trust. If any lender secured or to be secured by a mortgage or deed of trust should require, as a condition to such financing, either execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure and preventing Tenant from terminating this Lease unless such default remains uncured after foreclosure has been completed, or any modification of the agreements, covenants or conditions of this Lease, or both of them, then Tenant agrees to execute and deliver such agreement or modification as required by such lender within ten (10) days after receipt thereof; provided, however, that no such modification shall affect the length of the Lease Term or increase the rent payable by Tenant under Article 3 hereof.

### ARTICLE 23

#### Surrender of Premises; Ownership and Removal of Trade Fixtures

23.1 No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subtenants or subtenancies.

23.2 Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 23 and section 8.2 above, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession, ordinary wear and tear and damage thereto by fire or other casualty excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, voice and data cabling and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed; provided, however, that in lieu of removing certain cabling, Tenant shall, at Landlord's request, abandon and leave in place, without additional payment to Tenant or credit against rent, any cabling (including conduit) designated by Landlord and installed in the Premises or elsewhere in the Building by or on behalf of Tenant (including all connections for such cabling), in a neat and safe condition in accordance with the requirements of all applicable Legal Requirements, including the National Electric Code or any successor statute, and terminated at both ends of a connector, properly labeled at each end and in each electrical closet and junction box. Any such property not so removed by Tenant shall be deemed to be abandoned and at the option of Landlord shall either (a) become Landlord's property without any payment to Tenant or (b) remain Tenant's property, but Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner, provided that any proceeds realized from the sale of Tenant's property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations under this Lease (including, without limitation,

past due rent amounts and any termination damages owing by Tenant to Landlord pursuant to Article 19 hereof), and any remaining balance shall be returned to Tenant.

ARTICLE 24  
Sale

24.1 If the original Landlord hereunder, or any successor owner of the Building, sells or conveys the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attom to such new owner. All liabilities and obligations on the part of the original Landlord or such successor owner that accrued before the sale or conveyance shall remain the responsibility of the original Landlord or such successor owner. This Article 24 shall survive termination of the Lease.

ARTICLE 25  
Estoppel Certificate

25.1 At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date, the Rent Commencement Date and the Expiration Date determined in accordance with Article 2 hereof and the date, if any, to which all rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default hereunder, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof.

ARTICLE 26  
Waiver

26.1 The waiver by Landlord or Tenant of any breach of any agreement, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant or condition in this Lease, nor shall any custom or practice which may grow up between Landlord and Tenant in the administration of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Landlord or the payment of rent by Tenant shall not waive any preceding breach by Tenant of any agreement, covenant or condition in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such rent.

ARTICLE 27  
Notices

27.1 All notices that may be given or are required to be given by either Landlord or Tenant to the other under this Lease shall be in writing and shall be either hand delivered, delivered by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail with

return receipt requested, and addressed as follows: to Tenant, before the Commencement Date, at the address of Tenant specified in the Basic Lease Information, or at such other place as Tenant may from time to time designate in a notice to Landlord, and, after the Commencement Date, to Tenant at the Premises, or at such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address of Landlord specified in the Basic Lease Information, or at such other place as Landlord may from time to time designate in a notice to Tenant. All notices shall be effective on the date of delivery. If any notice is not delivered or cannot be delivered because the receiving party changed the address of the receiving party and did not previously give notice of such change to the sending party, or due to a refusal to accept the notice by the receiving party, such notice shall be effective on the date delivery is attempted. Any notice under this Lease may be given on behalf of a party by the attorney for such party.

ARTICLE 28  
Miscellaneous

281 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Subject to Article 15 hereof, this Lease shall benefit and bind Landlord and Tenant and the personal representatives, heirs, successors and assigns of Landlord and Tenant. Unless required by a lender pursuant to section 22.1, neither this Lease nor any memorandum, short form, affidavit or other writing with respect thereto, shall be recorded by Tenant or anyone acting through, under or on behalf of Tenant.

. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord. If Tenant requests the consent or approval of Landlord to any assignment, sublease or other action by Tenant, Tenant shall pay on demand to Landlord all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection therewith. This Lease shall be governed by and construed in accordance with the laws of the State in which the Building is located.

282 Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive from the other (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or advisor of the other) punitive and exemplary damages and damages based on injury to or interference with such party's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring in any claim, demand, action, suit, proceeding or cause of action in which Landlord and Tenant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; the enforcement of this Lease; or Tenant's holding over in the Premises after the expiration or earlier termination of this Lease. Landlord and Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

283 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or sublessee of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

ARTICLE 29

Authority

29.1 If Tenant is a corporation, partnership, limited liability company, trust, association or other entity, Tenant and each person executing this Lease on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Building is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so. Concurrently with signing this Lease, Tenant shall deliver to Landlord a true and correct copy of resolutions duly adopted by the board of directors or other governing body of Tenant, certified by the secretary or assistant secretary of Tenant to be true and correct, unmodified and in full force, which authorize and approve this Lease and authorize each person signing this Lease on behalf of Tenant to do so.

ARTICLE 30

Complete

Agreement

30.1 There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any representations is solely upon representations expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

Landlord and Tenant also desire to establish certain performance standards for Tenant's academic program, identify conditions under which Landlord may terminate the Lease, and specify certain oversight responsibilities for Landlord's management of the Premises.

1. **Early Termination.** The tenant may terminate the Lease in the event that the applicable charter authorizing entity non-renews or revokes Tenant's Charter notwithstanding Tenant's reasonably diligent and good faith efforts to maintain Tenant's Charter in good standing.
2. **School Performance Metrics.** In order to ensure that the Premises provide a safe and secure facility option for the highest possible quality of public education for West Contra Costa County children and that Tenant's use of the Premises is consistent with and advances Landlord's charitable objectives, the parties hereby establish nine "Performance Metrics" for Tenant as sets forth in Paragraphs (a) through (i), below. Tenant agrees to incorporate the Performance Metrics into its operational plans and will use its best efforts to meet or exceed each of the Performance Metrics listed below. In the event of a failure to meet any of the Performance Metrics contained in (a) through (c) below, Tenant shall notify Landlord immediately, and Landlord shall have the right to terminate the Lease effective at the end of the school year.<sup>1</sup>

At the conclusion of each school year, Landlord will evaluate Tenant's progress in satisfying the remaining Performance Metrics based on information provided by Tenant in the Performance Metrics Report, defined below. If Landlord finds that Tenant has failed to meet one or more of the remaining Performance Metrics, Landlord shall notify Tenant of such determination. Except with respect to a failure to achieve any of Performance Metrics (a) through (c) below, Landlord shall provide Tenant with a reasonable opportunity to furnish Landlord with such additional information as may demonstrate to Landlord's satisfaction that Tenant has made satisfactory progress to substantially align its academic program and operational plans with the Performance Metrics, and has demonstrated satisfactory implementation of adequate corrective measures to achieve all Performance Metrics within a time period to be determined in Landlord's reasonable discretion. Landlord shall consider such additional information in good faith, following which Landlord shall determine in its sole discretion whether to terminate the lease.

In the event Landlord does not choose to exercise its right to terminate the Lease upon any failure to meet a Performance Metric, Tenant will adopt corrective measures to achieve conformance with the Performance Metrics, which corrective measures shall be implemented as soon as possible, but in any event prior to the start of the next school year. Tenant will provide a report to Landlord detailing the corrective measures to be implemented and will provide such periodic reports as Landlord may request to demonstrate progress toward compliance toward the Performance Metrics. In the event that Landlord finds that Tenant has (i) failed to achieve one or more of the Performance Metrics set forth in Paragraphs (d) through (i) or (ii) otherwise has failed to implement corrective measures described in the preceding sentence to Landlord's reasonable satisfaction for a given school year, Landlord may terminate the Lease for the following school year upon at least 30 days written notice. (For example, if the Performance Metrics are not met for the 2021 school year and Tenant fails to implement acceptable corrective measures, Landlord may terminate the lease for the 2022 school year.) Landlord's determination not to exercise its right to terminate the Lease in any circumstance set out in this [Section 3] shall not constitute a waiver or forfeiture of Landlord's right to terminate the Lease in the event of any subsequent failure to meet the same or any other Performance Metric.

- a. Tenant's Charter. Tenant's Charter shall not lapse, be non-renewed or suffer revocation during the Term. Tenant agrees to appeal any decision by the charter authorizer that would cause Tenant's Charter to lapse, be non-renewed, or suffer revocation to the extent allowed by law.
- b. WASC Accreditation. Tenant shall maintain accreditation by the Western Association of Schools and Colleges (WASC) for its school program. Tenant agrees to appeal any decision by WASC that would cause Tenant to lose such accreditation.
- c. Tax and Non-Profit Status. Tenant shall maintain its status as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and as a California public school pursuant to Section 202 of the California Revenue and Taxation Code.
- d. Student Population Served. Tenant shall maintain admissions and recruitment policies and procedures designed to attract socio-economically disadvantaged students and historically underserved students. Tenant agrees to use its best efforts to serve a student population that is comprised of a minimum of fifty percent (50%) students who qualify for Free and Reduced-Price Meals.
- e. Community Served. Tenant shall use its best efforts to maintain a student population that is comprised of students with the same racial and ethnic demographic characteristics as the West Contra Costa Unified School District.
- f. High School Graduation Rates. Tenant shall maintain a high school graduation rate of no less than ninety percent (90%).

- g. Course Quality. Tenant agrees to support students by maintaining academic courses that the University of California Office of the President approves as “A-G” Eligible so that at least 90% of students are eligible to matriculate to a California public university. Tenant shall maintain a rigorous and varied set of core, elective, and AP courses.
- h. College-Readiness. Tenant shall design and implement priorities and standards within its academic program so that all students graduate with skills and training meeting “college-readiness” standards (as defined by the California Department of Education) necessary to enroll in four-year college programs.
- i. College Matriculation Rates. At least ninety percent (90%) of students that complete Tenant’s academic program are expected to matriculate to post-secondary education institutions.

**3. Tenant Reporting.** As a condition of Landlord’s support for its academic program, Tenant agrees to perform the following reporting and related obligations

- a. Audited Financials. Tenant agrees to provide Landlord with a copy of its audited financials annually.
- b. Annual School Performance Evaluation. No later than December 1 every year, Tenant agrees to submit a written summary of activities highlighting successes, challenges, and adjustments for the new school year.
- c. Performance Metric Report. As soon as reasonably practicable following the close of every school year, but no later than December 1, Tenant shall provide Landlord with a report (the Performance Metrics Report) in a form reasonably satisfactory to Landlord, which contains all information reasonably required by Landlord to confirm Tenant’s compliance and progress with respect to each of the Performance Metrics. Tenant’s failure to timely deliver the Performance Metrics Report is grounds for termination by Landlord.
- d. Board Presentations. Upon request of Landlord, Tenant agrees to send one or more representatives to the next available meeting of the Making Waves Foundation Board of Directors to share updates, data, and analysis on the progress of the program.
- e. Timely Response. Tenant’s Chief Business Officer (or a designee of the CEO) shall respond in a timely fashion to requests for up-to-date financials either on a schedule established by MWF or as needed.
- f. Notice requirements.
  - i. Tenant shall immediately notify Landlord in writing of any change in, denial or revocation of, or written challenge to, the tax-exempt status, non-private foundation status, or nonprofit corporate status of Tenant by any relevant governmental entity, and shall notify Landlord in writing within 30 days of determining that any such governmental entity may have reasonable cause to institute such a challenge.
  - ii. Within 30 days of Tenant’s knowledge that any action, suit, inquiry, proceeding or investigation against or affecting Tenant or the Premises has been threatened or filed, Tenant shall notify the Landlord in writing.
  - iii. Tenant shall notify the Landlord if the Tenant has terminated its CEO, and will consult with the Landlord in good faith regarding any minimum qualifications for a replacement CEO as well as regarding any candidates for the position, provided, that although Landlord shall be entitled to suggest replacements for the position to be considered in good faith by Tenant, for the avoidance of doubt, the ultimate decision shall be made solely by Tenant in its sole discretion.



- 4. Landlord Oversight.** In the Lease, Tenant has agreed to perform routine maintenance and custodial services for the Premises. Without supplanting or limiting Tenant’s obligation to keep the Premises in a clean, safe, orderly and sanitary condition, Landlord agrees to assign appropriate maintenance staff to provide regular oversight and management of the Premises to ensure that all fixtures, surfaces, building systems and equipment are maintained in good working order and free from defects and hazardous conditions. Any maintenance staff person assigned by Landlord who may enter the Premises when students are present shall, prior to entry, register with the front desk at the Premises and maintain on file with Landlord a criminal background investigation required by Education Code Section 45125.1, which shall confirm that the individual has not been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (embezzlement, perjury, fraud, etc.), or any offense which may make the individual unsuitable/undesirable to work around students. Landlord shall request and receive subsequent arrest notifications for all such persons from the California Department of Justice to ensure ongoing safety of students. Any persons assigned by Landlord who may have frequent or prolonged contact with students shall have undergone a tuberculosis risk assessment and/or been examined and determined to be free of active tuberculosis. Landlord shall require all such persons to provide Landlord with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial assignment. Landlord shall maintain current tuberculosis clearances for all such personnel.
- 5. Tenant’s Liability Upon Termination.** In the event of termination, Tenant shall have no further obligations under this Lease from and after the date of such termination, except for obligations that accrued prior to the date of such termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first hereinabove written.

<p><b>TENANT:</b>                  Making Waves Academy, a California Corporation                  By: _____                  Name: _____                  Title: _____                  Date: _____</p>	<p><b>LANDLORD:</b>                  Making Waves Foundation, Inc.,                  a California Corporation                  By: _____                  Name: _____                  Title: _____                  Date: _____</p>
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**Exhibit A**

# Coversheet

## Bank Signer Resolution for Wallace Wei

**Section:** IV. Action Items  
**Item:** H. Bank Signer Resolution for Wallace Wei  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Bank Resolution-Bridge Bank-4.27.2021-WW.pdf

**BACKGROUND:**

Bank Resolution to authorize Wallace Wei as a bank signer on behalf of Making Waves Academy.

**RECOMMENDATION:**

To review and approve the Bank Signer Resolution.



**Making Waves Academy**  
Resolution Number: 2020-21-01  
Board Meeting: May 6, 2021

RESOLUTION TO ADD CHECK SIGNER WITH WESTERN ALLIANCE BRIDGE BANK

WHEREAS, the Board of Directors has determined to be in the best interest of the Making Waves Academy (MWA) to establish a banking resolution with Western Alliance Bridge Bank, (the Bank).

RESOLVED that:

1. The official(s) designated below (“Authorized Official(s)”) is/are duly elected and holding the office shown, authorized to sign checks, execute any notes, drafts, agreements and other documents and instruments, pledge and encumber property of the MWA (including, without limitation, bank accounts) and the signatures below are the genuine signatures of such persons.

Authorized Official(s):

**Xiushi (Wallace) Wei**

Printed Name

**Chief Financial Officer**

Title

2. The resolutions shall continue to be in full force and effect until express written notice of its/their rescission, modification or termination has been received by the Bank. Any and all prior resolutions received and certified by the Bank shall continue to have full force and effect until the Bank receives such written notice. Any rescission, modification or termination of a resolution must be accompanied by written notification to the Bank.

IN WITNESS WHEREOF, I certify that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of MWA.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Coversheet

## Vendor invoices (January 2021 to March 2021)

**Section:** IV. Action Items  
**Item:** I. Vendor invoices (January 2021 to March 2021)  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Bill Payment List - January 2021-March 2021.pdf

**BACKGROUND:**

Vendor invoices from the months of January to March 2021.

Fiscal Impact: \$1,854,403

**RECOMMENDATION:**

Review and approve the January to March 2021 vendor invoices.

	A	B	C	D	E
1	<b>Making Waves Academy</b>				
2	<b>Bill Payment List</b>				
3	<b>January 2021 - March 2021</b>				
4					
5	<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
6	3/22/2021	15667	1CARE Medical Diagnostics	\$ 3,700.00	Contract Services
7	2/8/2021	15594	501(c) Agencies Trust	\$ 21,219.00	Unemployment Insurance
8	3/15/2021	15652	Acme Fire Extinguisher Co., Inc.	\$ 43.77	Repairs and Maintenance - Building
9	3/29/2021	15679	Acme Fire Extinguisher Co., Inc.	\$ 1,765.42	Repairs and Maintenance - Building
10	1/11/2021	15543	Active Internet Technologies, LLC	\$ 3,500.00	IT Contracted Services
11	3/29/2021	15680	Active Internet Technologies, LLC	\$ 4,500.00	IT Contracted Services
12	3/22/2021	15668	Alert Services, Inc	\$ 1,515.75	Sport Medical Supplies
13	1/19/2021	15564	Alliant International University	\$ 4,561.50	Staff Tuition Fee
14	2/1/2021	15580	Alliant International University	\$ 3,126.95	Staff Tuition Fee
15	3/22/2021	15669	Alliant International University	\$ 3,774.05	Staff Tuition Fee
16	3/29/2021		Altirnao Inc.	\$ 4,860.00	IT Contracted Services
17	3/15/2021	15653	Ameriflex LLC	\$ 576.00	FSA Administrative Fee
18	1/4/2021	15537	Anchor Counseling & Education Solutions, LLC	\$ 10,812.50	SPED Service
19	2/22/2021	15623	Anchor Counseling & Education Solutions, LLC	\$ 22,896.25	SPED Service
20	3/22/2021	15670	Anchor Counseling & Education Solutions, LLC	\$ 17,442.50	SPED Service
21	1/19/2021	15565	Armor Locksmith	\$ 29.06	Keys
22	1/19/2021	15566	AssetGenie, Inc	\$ 886.92	IT Contracted Services
23	2/1/2021	15581	AssetGenie, Inc	\$ 361.92	IT Contracted Services
24	2/8/2021	15595	AssetGenie, Inc	\$ 149.00	IT Contracted Services
25	1/19/2021	15567	AT&T CALNET	\$ 573.23	Utility
26	2/22/2021	15624	AT&T CALNET	\$ 572.85	Utility
27	3/22/2021	15671	AT&T CALNET	\$ 573.14	Utility
28	2/16/2021	15612	Blue Sky Sports	\$ 98.47	School Supplies
29	1/11/2021	15544	California Choice Benefit Administrators	\$ 129,578.31	Health Insurance
30	2/8/2021	15596	California Choice Benefit Administrators	\$ 128,259.25	Health Insurance
31	3/8/2021	15651	California Choice Benefit Administrators	\$ 132,635.26	Health Insurance
32	2/1/2021	15582	California Department of Tax and Fee Administration	\$ 1,227.00	Contracted Services
33	3/8/2021	15639	California Janitorial Supply Corp.	\$ 3,408.27	Janitorial Supplies

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1	<b>Making Waves Academy</b>				
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4					
5	<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
34	3/15/2021	15654	California Janitorial Supply Corp.	\$ 694.61	Janitorial Supplies
35	1/11/2021	22298462	Canon Financial Services, Inc.	\$ 10,379.01	Copier Lease
36	2/8/2021		Canon Financial Services, Inc.	\$ 8,300.05	Copier Lease
37	3/1/2021		Canon Financial Services, Inc.	\$ 8,300.05	Copier Lease
38	2/8/2021	15597	CASBO	\$ 6,400.00	Membership Dues
39	1/25/2021	15572	CDW Government	\$ 2,112.80	IT Supplies
40	2/1/2021	15583	CDW Government	\$ 1,829.12	IT Supplies
41	1/4/2021	15538	Charter Safe	\$ 29,529.00	Liability and Worker Comp Insurance
42	2/1/2021	15584	Charter Safe	\$ 29,529.00	Liability and Worker Comp Insurance
43	3/1/2021	15628	Charter Safe	\$ 29,529.00	Liability and Worker Comp Insurance
44	1/27/2021		Chase	\$ 16,741.31	Credit Card Payment
45	2/25/2021		Chase	\$ 8,404.99	Credit Card Payment
46	3/25/2021		Chase	\$ 9,215.84	Credit Card Payment
47	2/1/2021		CircleUp Education	\$ 6,295.00	Professional Development
48	3/8/2021		CircleUp Education	\$ 8,275.00	Professional Development
49	3/22/2021	15672	CliftonLarsonAllen LLP	\$ 945.00	Legal Fees
50	1/19/2021	15568	Colonial Life	\$ 728.40	Health Insurance
51	2/16/2021	15613	Colonial Life	\$ 364.20	Health Insurance
52	3/15/2021	15655	Colonial Life	\$ 364.20	Health Insurance
53	2/1/2021	15585	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
54	2/8/2021	15598	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
55	3/15/2021	15656	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
56	3/1/2021	15629	Contra Costa Co Office of Ed	\$ 22,125.00	Teacher Induction
57	2/25/2021	Voided - 14848	Contra Costa County Office of Education - NHD	\$ (250.00)	Field Trip
58	2/16/2021	15614	Contra Costa Health Services	\$ 1,990.00	Contracted Services
59	1/11/2021	15545	Corodata	\$ 47.03	Storage Fee
60	2/8/2021	15599	Corodata	\$ 47.03	Storage Fee
61	3/8/2021	15640	Corodata	\$ 49.52	Storage Fee

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62	1/11/2021	15546	Cross Country Education	\$ 828.18	SPED Service
63	2/22/2021	15625	Cross Country Education	\$ 1,292.56	SPED Service
64	3/22/2021	15673	Cross Country Education	\$ 792.87	SPED Service
65	2/8/2021	15600	Department of Justice	\$ 66.00	Staff Recruitment
66	2/16/2021	15615	Department of Justice	\$ 34.00	Staff Recruitment
67	3/15/2021	15657	Department of Justice	\$ 49.00	Staff Recruitment
68	1/11/2021	15547	Dialink Corporation	\$ 2,061.29	IT Contracted Services
69	2/8/2021	15601	Dialink Corporation	\$ 2,061.29	IT Contracted Services
70	3/8/2021	15641	Dialink Corporation	\$ 2,061.29	IT Contracted Services
71	2/8/2021	15602	Document Tracking Services	\$ 29.57	IT Contracted Services
72	1/4/2021	15539	EBMUD	\$ 3,429.84	Utility
73	3/1/2021	15630	EBMUD	\$ 5,727.56	Utility
74	1/4/2021	15540	EdTec Inc	\$ 1,012.50	School Attendance Service
75	2/16/2021	15616	EdTec Inc	\$ 637.50	School Attendance Service
76	3/8/2021	15642	EdTec Inc	\$ 1,162.50	School Attendance Service
77	3/29/2021	15682	EdTec Inc	\$ 187.50	School Attendance Service
78	1/11/2021	Inv 952-955	Fruge Psychological Assoc Inc	\$ 105,081.00	Psychologist
79	2/8/2021		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
80	3/8/2021		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
81	3/15/2021	15658	Hanna Interpreting Services LLC	\$ 44.40	Contract Services
82	3/8/2021	15643	Jobvite Inc.	\$ 7,500.00	IT Contracted Services
83	1/11/2021	15548	Jostens	\$ 1,645.51	Graduation Supplies
84	3/15/2021	15659	Jostens	\$ 548.93	Graduation Supplies
85	3/29/2021	15683	Jostens	\$ 3,541.23	Graduation Supplies
86	1/11/2021	15549	Kronos	\$ 3,776.21	Payroll system
87	2/16/2021	15617	Kronos	\$ 3,941.82	Payroll system
88	3/15/2021	15660	Kronos	\$ 4,004.68	Payroll system
89	1/25/2021	15573	Law Offices of Young, Minney & Corr, LLP	\$ 2,574.02	Legal Fees



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90	2/8/2021	15603	Law Offices of Young, Minney & Corr, LLP	\$ 1,259.70	Legal Fees
91	3/8/2021	15644	Law Offices of Young, Minney & Corr, LLP	\$ 3,540.65	Legal Fees
92	1/4/2021	15541	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
93	2/1/2021	15586	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
94	3/1/2021	15631	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
95	3/16/2021	15661	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
96	3/16/2021	Voided - 15631	LBM, Business Services Inc.	\$ (1,229.17)	E-Rate
97	1/11/2021	15550	Linde Group	\$ 13,938.10	IT Support
98	2/8/2021	15604	Linde Group	\$ 16,380.60	IT Support
99	3/8/2021	15645	Linde Group	\$ 16,549.35	IT Support
100	1/25/2021	15574	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
101	2/1/2021	15587	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
102	3/1/2021	15632	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
103	3/8/2021		Meadowlark Consulting Group	\$ 6,000.00	Contract Services
104	2/1/2021	15588	Minuteman Press	\$ 396.89	Office Supplies
105	3/8/2021	15646	Motown Mechanical	\$ 165.00	Building Repairs/Maintenance
106	1/11/2021	15551	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
107	2/8/2021	15605	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
108	3/1/2021	15633	NetProtex Inc.	\$ 1,785.00	IT Contracted Services
109	1/11/2021	15552	Nob Hill Catering Inc	\$ 18,826.50	Student Food
110	2/1/2021	15589	Nob Hill Catering Inc	\$ 30,062.90	Student Food
111	3/1/2021	15634	Nob Hill Catering Inc	\$ 33,652.50	Student Food
112	1/11/2021	15553	Office Depot	\$ 506.05	Office Supplies
113	2/8/2021	15606	Office Depot	\$ 70.55	Office Supplies
114	1/19/2021	15569	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
115	2/16/2021	15618	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
116	3/29/2021	15685	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
117	1/25/2021	15575	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services

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118	2/16/2021	15619	Pacheco's Cleaning Service	\$ 12,500.00	Janitorial Services
119	3/15/2021		Pacheco's Cleaning Service	\$ 14,500.00	Janitorial Services
120	3/29/2021		Pacheco's Cleaning Service	\$ 14,500.00	Janitorial Services
121	1/25/2021		PG & E - 0911653377-0	\$ 1,987.11	Utility
122	2/1/2021		PG & E - 0911653377-0	\$ 3,202.06	Utility
123	3/8/2021		PG & E - 0911653377-0	\$ 1,762.71	Utility
124	1/4/2021	15542	PG & E - 1229161920-8	\$ 2,091.24	Utility
125	2/1/2021		PG & E - 1229161920-8	\$ 4,158.14	Utility
126	3/8/2021		PG & E - 1229161920-8	\$ 1,365.58	Utility
127	1/25/2021		PG & E - 2538827590-8	\$ 4,681.08	Utility
128	3/1/2021		PG & E - 2538827590-8	\$ 4,932.59	Utility
129	3/16/2021		PG & E - 2538827590-8	\$ 5,008.76	Utility
130	3/16/2021	Voided - 15474	PG & E - 2538827590-8	\$ (5,008.76)	Utility
131	3/29/2021		PG & E - 2538827590-8	\$ 2,497.87	Utility
132	2/1/2021		PG & E - 5344744823-3	\$ 4,234.12	Utility
133	1/25/2021		PG & E - 6293019192-9	\$ 1,776.92	Utility
134	2/1/2021		PG & E - 6293019192-9	\$ 4,563.92	Utility
135	1/11/2021	15554	PLIC - SBD GRAND ISLAND	\$ 21,876.52	Health Insurance
136	2/1/2021	15590	PLIC - SBD GRAND ISLAND	\$ 21,253.06	Health Insurance
137	3/1/2021	15635	PLIC - SBD GRAND ISLAND	\$ 18,805.14	Health Insurance
138	1/25/2021	15576	Procopio, Cory, Hargreaves & Savitch LLP	\$ 350.00	Legal Fees
139	3/1/2021	15636	Procopio, Cory, Hargreaves & Savitch LLP	\$ 525.00	Legal Fees
140	2/22/2021	15626	Quadient Leasing USA, Inc	\$ 1,193.36	Copier Lease
141	1/25/2021		ReadyRefresh by Nestle	\$ 136.24	Drinking Water Supplies
142	2/22/2021		ReadyRefresh by Nestle	\$ 31.37	Drinking Water Supplies
143	3/22/2021		ReadyRefresh by Nestle	\$ 44.41	Drinking Water Supplies
144	1/11/2021	15555	Republic Services #851	\$ 1,667.50	Waste Management
145	2/8/2021	15607	Republic Services #851	\$ 1,667.50	Waste Management

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146	3/8/2021		Republic Services #851	\$ 1,667.50	Waste Management
147	2/16/2021	15620	Richmond False Alarm Reduction Program	\$ 280.00	Building Repairs/Maintenance
148	1/11/2021	15556	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
149	2/8/2021	15608	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
150	3/8/2021	15647	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
151	3/22/2021	15674	Sage Intacct, Inc.	\$ 15,832.95	Accounting Software
152	3/8/2021	15648	School Services of Ca Inc.	\$ 350.00	Membership Dues
153	3/22/2021	15675	Seneca Family of Agencies	\$ 1,836.00	SPED Service
154	1/11/2021	15557	Standard Insurance Company	\$ 234.02	Health Insurance
155	3/15/2021	15662	Standard Insurance Company	\$ 468.04	Health Insurance
156	1/11/2021	15558	Sterling	\$ 99.50	Background Check
157	2/8/2021	15609	Sterling	\$ 29.50	Background Check
158	3/8/2021	15649	Sterling	\$ 42.00	Background Check
159	1/11/2021	15559	STS Education	\$ 6,686.59	IT Supplies
160	2/16/2021	15621	STS Education	\$ 15,300.00	IT Supplies
161	1/25/2021	15577	Swing Education, Inc	\$ 2,800.00	Substitutes Fee
162	2/1/2021	15591	Swing Education, Inc	\$ 2,960.00	Substitutes Fee
163	2/8/2021	15610	Swing Education, Inc	\$ 2,800.00	Substitutes Fee
164	3/1/2021	15637	Swing Education, Inc	\$ 5,600.00	Substitutes Fee
165	3/15/2021	15663	Swing Education, Inc	\$ 1,400.00	Substitutes Fee
166	3/22/2021	15676	Swing Education, Inc	\$ 1,400.00	Substitutes Fee
167	3/8/2021	15650	Teach For America - Bay Area	\$ 30,000.00	Staff Recruitment Fee
168	3/22/2021	15677	The HR Manager LLC	\$ 3,346.25	Contracted Services
169	1/11/2021	15561	The Speech Pathology Group	\$ 650.00	SPED Service
170	2/22/2021	15627	The Speech Pathology Group	\$ 800.00	SPED Service
171	3/22/2021	15678	The Speech Pathology Group	\$ 550.00	SPED Service
172	1/11/2021	15560	T-Mobile	\$ 3,420.00	Telephone
173	2/16/2021	15622	T-Mobile	\$ 3,420.00	Telephone

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174	3/15/2021	15664	T-Mobile	\$ 3,420.00	Telephone
175	1/19/2021	15570	Trojan Systems, Inc.	\$ 900.00	Fire Alarm System Monitoring
176	3/15/2021	15665	Trojan Systems, Inc.	\$ 750.00	Fire Alarm System Monitoring
177	1/19/2021	15571	Verizon Wireless	\$ 6,976.81	Telephone
178	2/16/2021		Verizon Wireless	\$ 3,450.20	Telephone
179	3/15/2021		Verizon Wireless	\$ 2,779.45	Telephone
180	1/25/2021	15578	Vision Service Plan	\$ 1,605.95	Health Insurance
181	2/1/2021	15592	Vision Service Plan	\$ 1,469.79	Health Insurance
182	3/15/2021	15666	Vision Service Plan	\$ 1,616.08	Health Insurance
183			<b>January 2021 - March 2021</b>	<b>\$ 1,854,403.23</b>	
184					
185			<b>January 2020 - March 2020</b>	<b>\$ 2,323,227.36</b>	

# Coversheet

## Extended Learning Opportunity Grant

**Section:** IV. Action Items  
**Item:** J. Extended Learning Opportunity Grant  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Expanded Learning Opportunities Grant.pdf  
2021\_Expanded\_Learning\_Opportunities\_Grant\_Plan\_Making\_Waves\_Academy\_20210428.pdf



## **Expanded Learning Opportunities Grant**

### **Grant Requirements and Overview:**

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- Low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

### **Making Waves Academy Approach to ELO Funds**

#### **Priorities:**

- Direct Services: Strengthen summer academy & expand school year enrichment & intervention programs.
- Professional Development: Deepen content knowledge and skills associated with Response to Intervention and Instruction and Social-Emotional Learning.



**Summary of the Plan:** This summary is taken from the State ELO Grant Template that will be shared with the MWA Academy Board in May as an action item.

Focus Area	Planned Activities/Programs/ Personnel	Description	Total Funds
Summer Academy	<ul style="list-style-type: none"> <li>● Applied Technology Summer Lead Position</li> <li>● Summer Learning Kits</li> <li>● RT Fisher Coaching</li> <li>● Instructional Materials</li> </ul>	<p>During the summer months, we plan to use the ELO grant to fund materials (manipulatives) that support hands on learning, knowledge building of our team around the topic of learning loss (coaching) and additional support for data analysis and fall 21-22 applied technology readiness (Applied Technology Summer Lead)</p>	\$26,000
Academic Intervention	<ul style="list-style-type: none"> <li>● Spring '22 ELD and Math Acceleration Academy</li> <li>● B/AASAI (Black, African American Initiative) PD</li> <li>● BBASAI Conference</li> <li>● Intervention Services Coaching (RTF-Robyn Fisher)</li> <li>● Math Teacher Coaching(RTF)</li> <li>● Interventionist Coaching (RTF)</li> <li>● Paraprofessional (Special Education)</li> <li>● Response to Intervention at Work PD</li> <li>● Standards Institute Conference for select Team Members</li> </ul>	<p>During the academic year, we intend to use the ELO grant to fund math and ELD acceleration academies designed to solidify grade level content and skill mastery during February and April break. These programs are modeled from the highly impactful ELD Acceleration Academy.</p> <p>During the academic year, we intend to use the ELO grant to expand professional development offerings to both teachers and leaders. Prioritizing intensive coaching and professional development is intended to support the instructional prioritization of content coherence, grade level mastery, and real-time intervention.</p>	\$341,583



Social-Emotional Well-Being	<ul style="list-style-type: none"> <li>• Social Worker Salary</li> <li>• Trauma-informed Learning (Seeds of Awareness)</li> <li>• Structure enrichment (Curious cardinals and Playworks)</li> </ul>	We intend to use the ELO grant to fund direct service support, including structured enrichment. We also plan to grow the capacity of our adults to provide trauma-informed learning environments.	\$180,000
Internet Access	<ul style="list-style-type: none"> <li>• Hotspots</li> </ul>	We prioritize access to technology and internet (hotspots)	\$30,000
College and Career	<ul style="list-style-type: none"> <li>• Salaries</li> </ul>	To support credit needs.	\$186,000
Total			763,583





*Learn. Graduate. Give Back.*

# Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Making Waves Academy	Elizabeth Martinez Chief of Staff	emartinez@mwacademy.org 510-227-9856

The following is the local educational agency’s (LEA’s) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

## Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

During our School Site Council meeting on April 1st, we received initial input from all stakeholder groups (families, leaders, students and teachers). From this initial input, the Director of Academic Support Services and Senior Director of Academic Instruction made a draft plan to share with groups of stakeholders (teacher leaders, parent leaders and administrators) for prioritizing and revision.

A description of how students will be identified and the needs of students will be assessed.

Our students will be identified based on our critical leader groups and tier criteria. We prioritize our chronically absent students, students with identified learning needs such as English Learners and students with disabilities, as well as students requiring additional academic or social-emotional well-being intervention based on our tiered criteria.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Parents and guardians will be informed of the opportunities for supplemental instruction and support in our monthly parent meeting and other formal communications such as SchoolMint text messages, automated telephone messages and our parent portal on the website. We will also utilize our Wave Representatives to promote our programs.

A description of the LEA’s plan to provide supplemental instruction and support.

We plan to increase the direct services provided to critical learners by expanding academic intervention during summer academy, expanding school year intervention and enrichment programs, and implementing math and ELD acceleration programs during term breaks. We plan to invest in professional development to deepen content knowledge and skills associated with Response to Intervention and Instruction and Social-Emotional Learning.

## Expenditure Plan

The following table provides the LEA’s expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	124,785	
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	46,600	
Integrated student supports to address other barriers to learning	80,000	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	30,000	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility	186,000	
Additional academic services for students		

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	301,168	
Total Funds to implement the Strategies	768,553	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

As a Title I SWP, we utilize federal Elementary and Secondary School Emergency Relief (ESSER) funds to provide all students with differentiated tiered instruction in math and ELA and ongoing professional development, providing education technology for distance learning, mental health services, and coaching for teachers and Interventionists. The additional programming, professional development, and direct services funded by the ELO grant will work in concert with our ESSER funded, school-wide Academic Intervention Services program to ensure our critical learners receive additional, supplemental, and targeted, services designated to mitigate the impact of unfinished learning and learning loss.

# Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

*For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact [ELOGrants@cde.ca.gov](mailto:ELOGrants@cde.ca.gov) or [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov)*

## Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

*EC* Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
  - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
  - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
  - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

### **Fiscal Requirements**

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

## Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of how parents, teachers, and school staff were involved in the development of the plan**

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

### **A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.**

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

### **A description of how students will be identified and the needs of students will be assessed**

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

### **A description of the LEA's plan to provide supplemental instruction and support**

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

## Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

### **A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA**

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education  
March 2021



## Coversheet

### 2021-22 Catastrophic Student Accident Insurance - Gallagher

**Section:** V. Consent Action Items  
**Item:** B. 2021-22 Catastrophic Student Accident Insurance - Gallagher  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** 21-22 Catastrophic Student Accident Making Waves Academy.pdf

**BACKGROUND:**

Arthur J. Gallagher & Co. provides Catastrophic Student Accident insurance to MWA, included here is the contract renewal for 2021-22.

**RECOMMENDATION:**

To review and approve the 2021-22 Catastrophic Student Accident Policy Fiscal Impact: \$2,522.78



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April 20, 2021

Making Waves Academy Schools  
3220 Blume Drive, Suite 250  
Richmond, CA 94806

Re: 2021-2022 Catastrophic Student Accident Insurance Proposal

Dear Hung,

Your policy will be renewing shortly. Attached is our quotation for coverage.

We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Mutual of Omaha Insurance Company, incumbent carrier.
- The policy is based on student count and is not subject to annual audit.
- The renewal premium is noted on page 3. You will receive an invoice from our office at time of binding.
- The premium is subject to minimum premium. No Flat Cancellations allowed.
- Immediately report all claims to:

<p><b>Mailing Address for Claim Submission:</b> PO Box 31156 Omaha, NE 68131-0156</p> <p><b>Phone:</b> 800-524-2324 <b>Website:</b> <a href="http://www.mutualofomaha.com">www.mutualofomaha.com</a></p>	<p><b>Claim Submission Deadline:</b> 30 days or as soon as possible, or within 30 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses.</p>
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- Gallagher is responsible for the placement of the following lines of coverage:  
Catastrophic Student Accident

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:



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- Foreign Package

This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions

**To renew this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.**

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

*Alex Ulrich*

Alex Ulrich  
Client Service Manager, Public Sector



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D 949.349.9825  
F 949.349.9925  
[Alex\\_Ulrich@ajg.com](mailto:Alex_Ulrich@ajg.com)



**Gallagher**

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**Compensation Disclosure Schedule**

Coverage	Carrier Name	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Catastrophic Student Accident	Mutual of Omaha Insurance Company	AJG Student Health & Special Risk	<b>Option#1:</b> \$1,632.37	12%	13%
			<b>Option #2:</b> \$2,035.31		
			<b>Option #3:</b> \$2,085.34		
			<b>Option #4 (expiring):</b> \$2,522.78		

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.  
\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.  
\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



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## Important Disclosures

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

**TRIA/TRIPRA Disclaimer** – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



**Gallagher**

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## Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008



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**CARRIER RATINGS AND ADMITTED STATUS**

<b>Proposed Insurance Companies</b>	<b>A.M. Best’s Rating &amp; Financial Size Category *</b>	<b>Admitted/Non-Admitted **</b>
Mutual of Omaha Insurance Company	A+, XV	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best’s Financial Strength Rating is an independent opinion of an insurer’s financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company’s financial strength and ability to meet its obligations to policyholders. Best’s Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best’s Credit Ratings™ and Guide to Best’s Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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**Making Waves Academy Schools  
CLIENT AUTHORIZATION TO BIND COVERAGE**

After careful consideration of Gallagher’s proposal dated **April 20, 2021**, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

**POLICY OPTIONS:**

YES	NO	OPTION DESCRIPTION
		<b>Bind All Policies As Shown Herein Except As Listed Below:</b>
		7/1/2020-7/1/2021 Catastrophic Student Accident – <b>Option #1</b>
		7/1/2020-7/1/2021 Catastrophic Student Accident – <b>Option #2</b>
		7/1/2020-7/1/2021 Catastrophic Student Accident – <b>Option #3</b>
		7/1/2020-7/1/2021 Catastrophic Student Accident – <b>Option #4 (expiring)</b>
		<b>Bind TRIA Terrorism Coverage As Quoted Except For the Following Policies</b>
		N/A
		<b>Provide Quotations or Additional Information on the following Coverage Considerations</b>
		- <b>Select Yes</b> , if you are interested in pursuing quotes for the following lines of coverage.
		- <b>Select No</b> , if you are <b>NOT</b> interested in pursuing quotes for the following lines of coverage.
		Foreign Travel Package

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

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**EXPOSURES AND VALUES**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Gallagher’s liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys’ fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

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Client Signature

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Dated



# Premium Quotation

Carrier Name: Mutual of Omaha Insurance Company  
2021-2022 Premium

## Catastrophic Student Accident Insurance Individual School Purchase Rating

Plan Design Options	2021 – 2022 Annual Premium Rate With a \$50,000 Deductible	
	<b>Option #1</b> \$1,000,000 Maximum per Injury 10 year benefit period	PK-8 All Sports
9-12 All Sports		\$2.35
PK-8 No Football		\$0.70
9-12 No Football		\$1.47
<b>Option #2</b> \$1,000,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.01
	9-12 All Sports	\$2.93
	PK-8 No Football	\$0.87
	9-12 No Football	\$1.86
<b>Option #3</b> \$7,500,000 Maximum per Injury 10 year benefit period	PK-8 All Sports	\$1.05
	9-12 All Sports	\$2.98
	PK-8 No Football	\$0.90
	9-12 No Football	\$1.91
<b>Option #4</b> \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.26
	9-12 All Sports	\$3.62
	PK-8 No Football	\$1.07
	9-12 No Football	\$2.31

**Plan Assumptions:**

- Each school that would like to purchase coverage will need to complete the insurance program acceptance form included in the follow pages;
- A master policy will be issued to each school purchasing coverage;
- The insurance carriers allow for one ‘coverage class’ of students per level PK-8 and 9-12. For example, if a PK-12 school has football at the high school level, all students at the high school level fall into the class for ‘9-12 All Sports’ and all Prek-8 students fall into the class for ‘PK-8 No Football’. Similarly, if there is football offered at both the PK-8 level and the 9-12 level, then “PK-8 All Sports” and “9-12 All Sports” must be selected.
- Minimum, Fully-Earned Premium for each school that selects to purchase coverage:
  - Option #1: \$500; Option #2: \$600; Option #3: \$650; Option #4: \$700

**NOTE:** The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

## Schedule of Benefits

Full Excess <sup>1</sup> Accident Medical Benefit Maximum	\$7,500,000 or \$1,000,000 per injury/accident
Benefit Period	10 Years from the date of covered accident
Deductible <sup>3</sup>	\$50,000
Deductible Establishment Period	2 years
Medically Necessary Hospital Inpatient Services	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year
Combined Home Health Care & Custodial Care	\$25,000
Daily Room & Board Limit	Semi-Private Room Rate
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic Benefit	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year
Prosthetic Device Benefit -Maximum Benefit Amount	\$200,000 (\$300,000 if amputation of the leg is above the knee)
Accidental Death & Dismemberment	\$10,000
Heart or Circulatory Death Benefit	\$10,000
<b>CAT Cash Benefit – Benefit Included if This Plan Option is Chosen</b>	
Catastrophic Cash Benefit	\$500,000 Maximum Benefit
Lump Sum Payable after the Loss Period has been met	\$100,000
Benefit Amount payable per year thereafter	\$40,000
Maximum Benefit Period	10 Years

<sup>1</sup> This insurance is excess over any other valid and collectible insurance program or similar benefit program available to the Insured Person.

<sup>3</sup> Eligible medical expenses under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.

## Exclusions and Limitations

No benefits are payable for:

1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment, or examination where no Injury is involved;
22. acts of aggression, assault, or battery (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. Pre-existing Condition;
29. active duty service in any Armed Forces;

30. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
31. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
32. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
34. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
35. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.

# Client Authorization to Bind Coverage

## C.C.S.J.P.A Catastrophic Student Accident Insurance 2021 – 2022 Enrollment Form -- Individual School Purchase

In order to procure coverage, please sign and complete the form below. Please return both pages to:  
**Jennifer Rubin, Managing Director, School Insurance**  
**CharterSAFE (CCS-JPA)**  
**PO Box 969, Weimar, CA 95736**  
**Phone: (888) 901-0004 x 10**  
**Fax: (530) 236-9569**  
**Email: jrubin@chartersafe.net**

After careful consideration of Gallagher's proposal dated April 6, 2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Plan Design Options	2021 – 2022 Annual Premium Rate With a \$50,000 Deductible		Estimated # of Students 2021-2022	Premium per Grade Level
<input type="checkbox"/> <b>Option #1</b> \$1,000,000 Maximum per Injury 10 year benefit period	PK-8 All Sports	\$0.81	X _____ =	_____
	9-12 All Sports	\$2.35	X _____ =	_____
	PK-8 No Football	\$0.70	X _____ =	_____
	9-12 No Football	\$1.47	X _____ =	_____
<input type="checkbox"/> <b>Option #2</b> \$1,000,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.01	X _____ =	_____
	9-12 All Sports	\$2.93	X _____ =	_____
	PK-8 No Football	\$0.87	X _____ =	_____
	9-12 No Football	\$1.86	X _____ =	_____
<input type="checkbox"/> <b>Option #3</b> \$7,500,000 Maximum per Injury 10 year benefit period	PK-8 All Sports	\$1.05	X _____ =	_____
	9-12 All Sports	\$2.98	X _____ =	_____
	PK-8 No Football	\$0.90	X _____ =	_____
	9-12 No Football	\$1.91	X _____ =	_____
<input type="checkbox"/> <b>Option #4</b> \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.26	X 672 =	\$846.72
	9-12 All Sports	\$3.62	X 463 =	\$1,676.06
	PK-8 No Football	\$1.07	X _____ =	_____
	9-12 No Football	\$2.31	X _____ =	_____

**Total Premium: \$2,522.78**



**Do you have other coverage considerations?**

Yes  No

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

**Producer/ Insured Coverage Amendments and Notes:**

**Account Services Provided:**

- Placement of insurance coverage
- Maintenance and management of the account
- Manage the renewal process with the incumbent carrier and obtain additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms.
- Communicate with campus stakeholders to educate them on claims policies and procedures.
- Provide relevant marketing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits.
- Distribution of periodic claim summary reports.
- Ensure that the filed and approved carrier has complied with all federal and state laws.
- Benchmarking and policy review to ensure the current program provides the best coverage and benefits.
- Quarterly Market Update Series
- Other \_\_\_\_\_

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: \_\_\_\_\_  
Print Name (Specify Title)



\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Master Policy:

I would like to receive the Master Policy for this program evidencing coverage electronically. \_\_\_\_ (initial)

## Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Mutual of Omaha Insurance Company	A+ XV	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



# Coversheet

## SchoolMint Renewal

**Section:** V. Consent Action Items  
**Item:** C. SchoolMint Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** 17062-Making Waves Academy-SchoolMint Renewal 2021.pdf

**BACKGROUND:**

SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier, and faster.

**RECOMMENDATION:**

Please approve the proposed renewal agreement with a fiscal impact of \$5,249



# Renewal Notice for Making Waves Academy

**Created by:**

Liz Deustua  
SchoolMint, Inc.

**Prepared for:**

Alton Nelson  
Making Waves Academy



## Renewal Proforma Invoice for Making Waves Academy

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment and behavior practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2021-06-05 pursuant to the terms of the initial Master Service Agreement between Customer and SchoolMint dated June 5, 2020 and executed by Customer on June 18th, 2020 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2022-06-04 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

**To avoid service interruption, please return this signed renewal notification before 2021-06-04**

**\*\* If a purchase order is required, please submit a copy along with this signed notification. \*\***

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5% and will notify Client of such increase prior to each renewal.

	Quantity
# of Students	1149
# of Sites	2
Subscription Term	2021-06-05 - 2022-06-04

Name	QTY	Subtotal
SM Online Payments, Re-Enrollment & Registration	1	\$5,429.03

Thank you for being a loyal SchoolMint, Inc. customer!

Lite Support	1	\$0.00
<b>Total</b>		<b>\$5,429.03</b>

## Enrollment Legacy Lite Support

Lite Support & Customer Success is included complimentary with your paid subscription.

### Lite Support services include:

- Complimentary registration to seasonal virtual training courses
- Year-round access to training videos, launch checklists & best practice tips
- Access to Zendesk Knowledge Base with articles to Prepare, Launch & Manage online enrollment
- Access to Walk-Thru tutorials built-in to the product
- Access to email support for up to 2 named contacts during standard business hours
- Access to email & chat support for families during standard business hours

### Lite Customer Success services include:

- Annual (30-min, virtual) account review
- Up to 2 hours of virtual consulting with your dedicated Success Representative each year\*.

*\*These hours can be utilized towards consulting, training and configuration changes. Packs of additional Consulting hours can be purchased as needed. Consulting hours do not roll over year to year.*

### LICENSE LIMITATIONS AND FEES

\*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

### Rate Schedule:

The following is a schedule of rates for additional services.

Type	Description	Hourly Rate
<b>Account Service</b>	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	<b>\$150</b>

Thank you for being a loyal SchoolMint, Inc. customer!

Type	Description	Hourly Rate
<b>Data Entry</b>	Basic data entry including creation of additional online forms, entry of language translations, etc.	<b>\$100</b>
<b>Professional Services Engineering</b>	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	<b>\$150</b>
<b>Engineering &amp; Customization</b>	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	<b>\$250</b>

Accepted and agreed by the authorized representative of each party:

Making Waves Academy

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Options**

Payments can also be made by bank transfer to:

**Bank Name:** Webster Bank

**Bank Holder:** SchoolMint, Inc.

**Account No.:** 23135570

**ABA/Routing #:** 211170101

Please make all checks payable to

SchoolMint, Inc.

1100 Bertrand Drive, Suite B

Lafayette, LA 70506

**Terms:** Net 30 days

Credit Card Payments subject to 3.5% convenience fee

Please call 305-749-1891, Option 1

Thank you for being a loyal SchoolMint, Inc. customer!

1100 Bertrand Drive, Suite B, Lafayette, LA 70506



**Licensee Information Sheet**

(Please submit a completed copy with the Contract)

**Main Contact (Contract signer):**

**Name:**

**Phone:**

**Email address:**

**Invoicing Contact:**

**Bill to Company Name:**

**Email address:**

**Address:**

**Phone Number:**

**Customer Notes:**

\*\*If your organization is participant in a Co-Op, please let us know here!

Thank you for being a loyal SchoolMint, Inc. customer!

1100 Bertran Powered by BoardOnTrack, LA 70506

# Coversheet

## OKTA Renewal

**Section:** V. Consent Action Items  
**Item:** D. OKTA Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Okta Renewal 4-28-21.pdf  
Making Waves Academy - Okta MSA.pdf

### BACKGROUND:

Okta is a cloud based platform that provide single sign-on (SSO) access to cloud, and mobile applications. MWA staff sign into Okta with their Windows user name, and launch into web apps, like Kronos (HRIS System) or Gmail, without having to re-enter their credentials. Okta establishes a secure connection with a user's browser and then authenticates the user to Okta-managed apps. MWA also uses the Okta mobile device management (MDM) service that secures mobile devices and configures them to access work email, calendar, and other applications.

### RECOMMENDATION:

Please approve the attached renewal agreement with a fiscal impact of \$11,269.97.



100 1st Street  
 San Francisco, CA 94105  
 United States

**ORDER FORM**  
**Quote Number:** Q-403514  
**Pricing Valid Through:** May 21, 2021  
**Account Representative:** Joice Dementshuk

**Customer & Billing Details**

<b>Sold To</b>		<b>Accounts Payable Contact</b>	
<b>Customer Legal Name:</b>	Making Waves Academy	<b>Bill to Contact:</b>	Damon Edwards
<b>Sold to Contact:</b>	Damon Edwards	<b>Email:</b>	support@mwacademy.org
<b>Email:</b>	support@mwacademy.org	<b>Tel:</b>	+15107478363
<b>Tel:</b>	+15107478363	<b>Address:</b>	4123 Lakeside Dr
<b>Address:</b>	4123 Lakeside Dr		Richmond, CA
	Richmond, CA		94806
	94806		United States
	United States		

**Subscription Terms & Conditions**

<b>Start Date:</b>	May 31, 2021	<b>Billing Frequency:</b>	Annual	<b>PO Number:</b>	
<b>End Date:</b>	May 30, 2022	<b>Payment Terms:</b>	Net 30		
<b>Term (Months):</b>	12	<b>Auto Renew:</b>	Yes		
<b>Renewal Term (Months):</b>	12	<b>Currency:</b>	USD		

SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
IT Products - Okta for Good - Single Sign-On	Users per Month	159	1.24	2,358.29
IT Products - Okta for Good - MFA	Users per Month	159	1.21	2,315.82
IT Products - Okta for Good - Universal Directory	Users per Month	159	0.77	1,473.93
IT Products - Okta for Good - Lifecycle Management, 1 OIN App	Users per Month	159	0.77	1,473.93
Sandbox - Preview Sandbox	Recurring	1	1,514.05	1,514.05
Okta for Good - 50 User Bundle	Users per Month	1	0.00	0.00



SERVICE	UNIT OF MEASUREMENT	QUANTITY	PRICE/UOM*	TOTAL
Support - Basic Success Package	Recurring	1	0.00	0.00
<b>May 31, 2021 - May 30, 2022 Subtotal</b>				<b>9,136.02</b>
<b>Total:</b>				<b>9,136.02</b>

<b>TOTAL ORDER</b>	<b>9,136.02</b>
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\* The Price per Unit of Measurement shown above has been rounded to two decimal places for display purposes. The totals for this order form were calculated using the actuals price, rather than the rounded price shown above and are the true and binding totals for this Order Form.

**ADDITIONAL TERMS AND CONDITIONS:**

- 1 **SERVICE TERMS.** The Service is purchased on a Price per Unit of Measurement (UOM) as defined below:
  - 1.1 **Users per Month** is a per-User subscription basis and Customer may authorize no more than the number of Users specified above. In addition, (i) the number of Users purchased may not be decreased during the Term, (ii) additional Users may be added during the then-current Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added, and (iii) the added Users shall terminate on the same date as the then-current Term. User subscriptions are for named Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.
- 2 **PAYMENT TERMS.** Customer will be invoiced in advance in accordance with the Billing Frequency and Payment Terms set forth above for the amount(s) outlined above ("Fees"). Fees shown above do not include any Taxes that may apply. Any such Taxes are the responsibility of the Customer. Except as otherwise expressly stated in the Agreement, all Fees paid to Okta are hereunder nonrefundable and all subscriptions purchased herein are non-cancelable.
- 3 **SUBSCRIPTION TERMS.** This Order Form is entered into as of the date last signed below (the "Effective Date") between Okta, Inc. with offices at 100 1st Street, San Francisco, California 94105 ('Okta'), and the Customer listed above ("Customer"). This Order Form incorporates and is subject to the terms set forth in the Okta Inc. Subscription License and Professional Services Agreement previously executed by the parties on 5/16/2016 ('Agreement'). To the extent that the terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

The parties' authorized signatories have duly executed this Order Form as of the Order Form Effective Date:

**OKTA, INC.:**

**CUSTOMER**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Okta for Good - 50 User Bundle CONTAINS THE FOLLOWING SERVICES.**

Effective on the Start Date of this Order Form, Customer is entitled to the following Products, Quantities, and Price/UOM defined in the table below.

PRODUCT	UNIT OF MEASUREMENT	QUANTITY
50 User Bundle - Adaptive MFA	Users per Month	1.00
50 User Bundle - Lifecycle Management, Unlimited	Users per Month	1.00
50 User Bundle - Single Sign-On	Users per Month	1.00
50 User Bundle - Universal Directory	Users per Month	1.00



**OKTA, INC.**

**SUBSCRIPTION LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

This Subscription License and Professional Services Agreement (“Agreement”) is made and entered into as of the last signature dated of this Agreement (the “Effective Date”) by and between Okta, Inc. (“Okta”) and the signatory below (“Customer”) (each, a “party” and, collectively, the “parties”). Customer and Okta hereby agree as follows:

1. Definitions.

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “Customer Data” means all electronic data submitted by or on behalf of Customer to the Service.

1.3 “Documentation” means Okta’s user guides and other end user documentation for the Service available on the online help feature of the Service, as updated by Okta from time to time.

1.4 “Order Form” means an ordering document that specifies the Service, Training Services, Support Services, and/or Professional Services purchased by Customer under this Agreement. Each Order Form shall include the Service ordered, capacity licensed (i.e. the number of Users, log-ins, etc.), pricing, bill to, sold to, and the Term. Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement.

1.5 “Professional Services” means implementation services provided by Okta in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

1.6 “Service” means the on-line, web-based identity and access management services provided by Okta, as specified on an Order Form. The Service shall not include the Professional Services.

1.7 “Statement of Work” means a document that describes certain Professional Services purchased by Customer under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.

1.8 “Support Services” means the support services provided by Okta in accordance with Okta’s then-current support policy and as identified on an Order Form. In the event that the level of support is not identified on the Order Form, Customer shall receive a “basic” level of support that is included in the Service.

1.9 “Training Services” means the education and training services provided by Okta as described more fully in an applicable Order Form.

1.10 “Term” means the period identified on an Order Form, or on a renewal document, during which Customer’s Users are authorized to use or access the Service pursuant to the terms set forth in this Agreement, unless earlier terminated pursuant to Section 11.

1.11 “Users” means individuals who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include but are not limited to Customer’s and Customer’s affiliates’ employees, consultants, clients, external user, contractors and agents.

2. Service, Professional Services, and Training Services.

2.1 Access Rights. Okta shall make the Service available to Customer pursuant to this Agreement and all Order Forms during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer’s business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Okta with respect to future functionality or features.

2.2 Restrictions. Customer is responsible for all activities conducted under its and its Users’ logins on the Service. Customer shall use the Service in compliance with applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or

# okta

encumber rights to the Service, or any part thereof, or use it for the benefit of any third party, or make it available to anyone other than its Users; (ii) send or store any data subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of Okta and any copyright or other notices appearing in or on the Service or which may be required by Okta at any time.

Okta may, without liability, suspend the Service to some or all of the Users to the extent necessary: (a) following a possible or actual security breach or cyber-attack on Okta, (b) in order to protect Okta's systems; (c) if required by a governmental entity or law enforcement agency; or (d) upon the effective date of termination or expiration of the Agreement. Customer shall receive notification of such suspension, to the extent and in the manner, that Okta provides a notification to all of its affected customers.

2.3 Professional Services; Training Services. Customer and Okta may enter into Statements of Work that describe the specific Professional Services to be performed by Okta. Okta shall provide any Training Services in accordance with Okta's then current Training Services terms. If applicable, while on Customer premises for Professional Services or Training Services, Okta personnel shall comply with reasonable Customer rules and regulations regarding safety, security, and conduct made known to Okta, and will at Customer's request promptly remove from the project any Okta personnel not following such rules and regulations.

2.4 Customer Affiliates. Customer Affiliates may purchase and use Service subscription and Professional Services subject to the terms of this Agreement by executing Order Forms or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order or SOW.

### 3. Security, and Support.

3.1 Security. Okta shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data in accordance with Okta's then current security requirements; (ii) protect the confidentiality of the Customer Data in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable care, and (iii) upon Customer's request, no more than once per year, provide Customer with a copy of Okta's most recent SSAE 16(SOC2)/ISAE 3402 (Type 2) or similar third party annual audit report during the Term.

3.2 Support. Okta shall (i) provide Support Services to Customer during the Term; and (ii) provide Customer with at least 99.9% availability of the Service in accordance with Okta's then-current Service Level Agreement.

4. Confidentiality. Each party ("Receiving Party") may, during the course of its provision and use of the Service hereunder, receive, have access to, and acquire knowledge from discussions with the other party ("Disclosing Party") which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations or customers and other third party proprietary or confidential information that Disclosing Party treats as confidential, ("**Confidential Information**"). Confidential Information shall not include Customer Data, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Receiving Party; (c) were rightfully known to the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (f) are independently developed by the Receiving Party as shown by documents and other competent evidence in the Receiving Party's possession. For clarification obligations regarding Customer Data is addressed under Section 3.1 above. The Receiving Party shall not: (i) use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission, (ii) disclose or make the Disclosing Party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance.

### 5. Ownership, and Aggregated Data.



5.1 Customer Data. All right, title and interest in and to the Customer Data is owned exclusively by Customer. Okta shall have the right to access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement during the Term, and as otherwise expressly permitted in this Agreement.

5.2 Okta Service. Except for the rights expressly granted under this Agreement, Okta retains all right, title, and interest in and to the Service and the Professional Services, including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

5.3 Suggestions. Okta shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, or the Professional Services.

5.4 Aggregated Data. Okta shall be permitted to use the data generated in connection with Customer's use of the Service (e.g., types of web applications utilized); provided, however, in the event Okta provides such data to third parties, it shall be anonymized and presented in the aggregate so that it cannot be linked specifically to Customer or User. The foregoing shall not limit in any way Okta's confidentiality obligations pursuant to Section 4 above.

## 6. Fees, Expenses, and Taxes.

6.1 Fees. Customer shall pay Okta the fees set forth on the applicable Order Form ("Fees") in accordance with this Agreement and the Order Form. If not otherwise specified on an Order Form, Fees will be due within thirty (30) days of date of invoice. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Okta hereunder are non-cancelable and non-refundable. If Customer fails to pay any amounts due under this Agreement by the due date, Okta will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that Okta will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.2 Expenses. Unless otherwise specified in the applicable Statement of Work, upon invoice from Okta, Customer will reimburse Okta for all pre-approved, reasonable expenses incurred by Okta while performing the Professional Services, including without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Professional Services. Okta will include reasonably detailed documentation of all such expenses in with each related invoice.

6.3 Taxes. Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Okta's net income or property). The limitations set forth in Section 8 shall not apply to Customer's payment obligations under this Section 6.

## 7. Warranty, and Disclaimer.

### 7.1 Warranty.

(a) Service. Okta warrants that during the Term: (i) the Service shall perform materially in accordance with the applicable Documentation, (ii) Okta will employ then-current industry standard measures to test the Service to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Service, and (iii) it owns or otherwise has sufficient rights in the Service to grant to Customer the rights to use the Service granted herein. As Customer's exclusive remedy and Okta's entire liability for a breach of the warranties set forth in this Section 7.1(i) and (ii), Okta shall use commercially reasonable efforts to correct the non-conforming Service, and in the event Okta fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Service and receive an immediate refund of any prepaid, unused Fees for the non-conforming Service. For a breach of the warranty set forth in Section 7.1(iii), Okta will provide the indemnification described in Section 9.1 below. The warranties set forth in this Section shall apply only if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

(b) Professional Services. Okta warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole and exclusive remedy and Okta's entire liability for any breach of the foregoing warranty, Okta will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming Professional Services.

7.2 Disclaimer. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH UNDER SECTION 7.1, OKTA AND ITS SUPPLIERS HEREBY DISCLAIM ALL (AND HAVE NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO THE SERVICE, PROFESSIONAL SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS



AGREEMENT, EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTIES SET FORTH UNDER SECTION 7.1. OKTA MAKES NO WARRANTY REGARDING ANY THIRD PARTY SERVICE WITH WHICH THE SERVICE MAY INTEROPERATE.

8. Limitation of Liability.

8.1 NEITHER CUSTOMER, OKTA, NOR OKTA'S SUPPLIERS, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (B) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, (C) FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.2 SUBJECT TO SECTION 8.3 BELOW, IN NO EVENT WILL OKTA NOR ITS SUPPLIER'S, OR CUSTOMER'S LIABILITY FOR DIRECT DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNTS PAID/PAYABLE TO OKTA BY CUSTOMER UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING OKTA'S RECEIPT OF NOTICE OF THE APPLICABLE CLAIM.

8.3 There is no limitation on direct loss, claims or damages arising out of: (a) breach of Section 2.2, (b) breach of Section 4, (c) either party's gross negligence or willful misconduct, (d) fraud, or (e) obligations of indemnity under Section 9.

9. Indemnification.

9.1 Okta Indemnification Obligation. Subject to Section 9.3, Okta will defend Customer from any and all claims, demands, suits or proceedings brought against Customer by a third party alleging that the Service or Professional Services, as provided by Okta to Customer under this Agreement infringe any patent, copyright, or trademark or misappropriate any trade secret of any third party (each, an "Infringement Claim"). Okta will indemnify Customer for all damages and/or costs (including but not limited to, reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Okta, in connection with an Infringement Claim. In the event of any such Infringement Claim, Okta may, at its option: (i) obtain a license to permit Customer the ability to continue using the Service; (ii) modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing Service and refund to Customer any prepaid, unused Fees for such infringing Service hereunder. Notwithstanding the foregoing, Okta will have no liability for any infringement claim of any kind to the extent that it results from: (1) modifications to the Service made by a party other than Okta; (2) the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination); or (3) Customer's use of the Service other than in accordance with the Documentation and this Agreement. The indemnification obligations set forth in this Section 9.1 are Okta's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

9.2 Customer Indemnification Obligation. Subject to Section 9.3, Customer will defend Okta from any and all claims, demands, suits or proceedings brought against Okta by a third party alleging a violation of a third party's rights arising from Customer's provision of the Customer Data. Customer will indemnify Okta for all damages and/or costs (including but not limited to, reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer.

9.3 Indemnity Requirements. The party seeking indemnity under this Section 9 ("Indemnitee") must give the other party ("Indemnitor") the following: (a) prompt written notice any claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the claim, provided that the Indemnitee may participate in the defense of the claim at its sole expense.

10. Customer Mention. Okta may, upon Customer's prior written consent, use Customer's name to identify Customer as an Okta customer of the Service, including on Okta's public website. Okta agrees that any such use shall be subject to Okta complying with any written guidelines that Customer may deliver to Okta regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

11. Term, Termination, and Effect of Termination.

11.1 Term of Agreement. This Agreement shall remain in effect until terminated in accordance with this Section 11. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer including all Order Forms will immediately terminate and Customer will cease using the Service.

11.2 Term of Order Form. Subscriptions for the Service commence on the Start Date specified in the applicable Order Form and continue for the subscription term specified therein unless otherwise terminated. Upon expiration of the Term, unless otherwise stated on an applicable Order Form, the Service will automatically renew for additional Terms of one (1) year each, unless and until either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the then-current Term.



11.3 Termination. Either party may terminate this Agreement by written notice to the other party in the event that such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice. Termination due to Customer's breach shall not relieve Customer of the obligation to pay any fees accrued or payable to Okta under the Agreement. Upon any termination for cause by Customer pursuant to this Section 11.3, Okta will refund Customer a pro-rata portion of any prepaid Fees that cover the remainder of the applicable Order Form Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services Fees that cover Professional Services that have not been delivered as of the effective date of termination.

11.4 Return of Customer Data. Upon request by Customer made within fifteen (15) days prior to the effective date of termination, Okta will make available to Customer, at no cost, for a maximum of 30 days following the end of the Term for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Okta shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control.

11.5 Effect of Termination. The sections titled "Definitions," "Confidentiality," "Ownership; Aggregated Data," "Fees, Expenses and Taxes," "Warranty Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

## 12. General

12.1 Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Okta without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Order Forms), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.2 Controlling Law, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in San Francisco, California. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12.3 Notices. All legal notices hereunder shall be in writing and given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries).

12.4 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

12.5 Equitable Relief. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

12.6 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

12.7 Export Compliance. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

12.8 Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government User as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its



successors. This U.S. Government End User Section 12.8 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

12.9 Entire Agreement. This Agreement together with the Order Form(s) constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto and related to the subject matter hereof are expressly canceled. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (other than with regard to capacity licensed, Term, Service, bill to, ship to, pricing) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

**Authorization**

The Parties hereto have executed this Agreement by their respective authorized signatories.

CUSTOMER AUTHORIZATION


Accepted By: 

Print Name: Alton B. Nelson, Jr.

Title: CEO

Date Signed: 5/13/16

OKTA AUTHORIZATION

Accepted By: 

Print Name: Jake Randall

Title: VP, Business Operations

Date Signed: 5/16/2016



# Coversheet

## Altura Renewal

**Section:** V. Consent Action Items  
**Item:** E. Altura Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** MWA Maintenance Proposal 4 21 2021.pdf

**BACKGROUND:**

Altura provides technical and hardware warranty support for our phone system.

**RECOMMENDATION:**

Please approve the attached renewal agreement with a fiscal impact of \$7,745.

Maintenance

# Altura Communication Solutions

1540 S. Lewis St.  
Anaheim, CA 92805



## Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement") dated February 22, 2017 by and between Altura Communication Solutions, LLC and **Making Waves Academy** ('Customer')

### PREMISES (INSTALLED AT):

Making Waves Academy  
Site: 26406 - Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806  
Damon Edwards  
(510) 964-2403  
dedwards@mwacademy.org

### SERVICES PERFORMED FOR:

BillTo: Making Waves Academy - 70170118  
Making Waves Academy  
Site: 26406 - Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806  
Damon Edwards  
(510) 964-2403  
dedwards@mwacademy.org

### PRICING & DATES

Purchase Price \* \$0.00  
Support Paid Up-Front \$7,745.00  
**TOTAL \$7,745.00**  
Support to be billed \$0.00

Contract Presented April 21 2021  
Delivery \* TBD  
Installation Start \* TBD  
Cutover \* TBD  
In Service \* TBD

*\* Includes installation and shipping if applicable, but excludes taxes*

*\* Estimated*

### ATTACHMENTS

- Coverpage
- Exhibit A, Exhibit B and Schedule 1
- Support Details

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Making Waves Academy

By

By

Name

Name

Title

Title

Date

Date

## Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: **05/01/2020**.

Vendor	Description	List Price	Sale Price
Altura	Advantage PP	\$6,749.96	\$6,749.96
Avaya	Avaya Support PP	\$995.04	\$995.04
	<b>SUPPORT Paid Up-Front</b>	<b>\$7,745.00</b>	<b>\$7,745.00</b>
	<b>SUPPORT TOTAL</b>	<b>\$7,745.00</b>	<b>\$7,745.00</b>
	<b>TOTAL At Time of Sale</b>	<b>\$8,224.50</b>	<b>\$7,745.00</b>
	<b>GRAND SOLUTION TOTAL</b>	<b>\$8,224.50</b>	<b>\$7,745.00</b>

<i>All Pricing Excludes Taxes</i>	
100.00%	Due at Acceptance <span style="float: right;"><b>\$7,745.00</b></span>

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Making Waves Academy

**By**

**By**

**Name**

**Name**

**Title**

**Title**

**Date**

**Date**

## Support Details

Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
271605	AVAYA IPO RTS 24X7 - 500 V2 1YPP #	12 months	1	\$82.92	\$995.04	Main	\$82.92	\$995.04
						<b>Avaya Support PP</b>		\$995.04
						<b>AVAYA SUPPORT TOTAL</b>		\$995.04
Altura Advantage	Altura Advantage	12 months	1	\$383.33	\$4,599.96	Main	\$383.33	\$4,599.96
000001	Avaya CM 76-150 Licenses ALTURA LABOR 8X5 HWNBD PP	12 months	1 Servers, 137 Licenses			All Locations	\$1,707.00	\$1,707.00
000002	IPO COMBO CARD VM ALTURA LABOR 8X5 HWNBD PP	12 months	1 Combo Cards			All Locations	\$70.00	\$70.00
000003	IPO STA UNIT ALTURA LABOR 8X5 HWNBD PP	12 months	2 STA Units			All Locations	\$148.00	\$148.00
000004	VM Pro Server ALTURA LABOR 8X5 HWNBD PP	12 months	1 Servers			All Locations	\$225.00	\$225.00
						<b>Altura Advantage PP</b>		\$6,749.96
						<b>ALTURA ADVANTAGE TOTAL</b>		\$6,749.96
						<b>SUPPORT TOTAL</b>		<b>\$7,745.00</b>

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Altura's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

### Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract

# Coversheet

## Kronos Renewal

**Section:** V. Consent Action Items  
**Item:** F. Kronos Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Academy WFR Amendment 1 nms 4.28.21.pdf

**BACKGROUND:**

Kronos is a cloud based HRIS service that MWA utilizes for payroll, time and attendance reporting, benefits management and other HR related functions.

**RECOMMENDATION:**

Please approve the attached MSA renewal amendment with a fiscal impact of \$48,000.

**First Amendment to the  
Kronos Workforce Ready-Software as a Service- Agreement**

This First Amendment is made by and between Kronos SaaS Inc. (“Kronos”) and Making Waves Academy, Inc. (the “Customer”) and is effective as of the date of execution of both parties.

WHEREAS, Kronos and Customer are parties to that certain Kronos Workforce Ready-Software as a Service Agreement dated May 9, 2016, (the “Agreement”) and agree to make the following adjustments:

1. The Parties agree to add the following sentence to section 3.1:

Kronos will invoice Customer for Monthly Service Fees as they become due in accordance with the billing terms outlined on the Order Form.

2. The Parties agree to strike the first sentence of section 4.5 and replace it with the following:

“Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies although such modifications shall not materially reduce the level of performance of the Services during the Term. Customer’s continued use of the Services more than thirty (30) days after Kronos posts or otherwise notifies Customer of any changes indicates Customer’s agreement to those changes.”

3. The Parties agree to strike the first sentence of section 12.1 and replace it with the following:

As part of the Services, Kronos shall provide industry-standard administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data;

4. The Parties agree to strike the first sentence of section 17.1 and replace it with the following:

This Agreement shall be governed by and construed in accordance with the laws of the State of California, province and country in which Customer is incorporated without regard to any conflict of law provisions.

5. The Parties agree to add the following sentence at the end of section 17.4 :

Kronos is still obligated to provide the disaster recovery portion of the Service if Kronos’ performance of those disaster recovery services is not also prevented by the Force Majeure.

Except as modified in this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

**Making Waves Academy, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Kronos SaaS Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Coversheet

## SolarWinds Renewal

**Section:** V. Consent Action Items

**Item:** G. SolarWinds Renewal

**Purpose:** Vote

**Submitted by:** Damon Edwards

**Related Material:**

SolarWinds ITSM Software Services Agreement - execution version (CLF redline) 042821.pdf  
Making Waves Academy - Revised Quote (003).pdf

**BACKGROUND:**

SolarWinds Service Desk is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams. The platform provides the following functionality: 1) Consolidates, manages, and prioritizes incoming tickets and requests. 2) Service catalog standardizes service request and fulfillment processes. 3) Fully integrated IT asset management compiles hardware, software, POs, and more. 4) Service portal for users to have a single sign on.

**RECOMMENDATION:**

Please approve the attached renewal agreement and MSA amendment with a fiscal impact of \$18,244.80.



## SolarWinds ITSM Software Services Agreement

This Software Services Agreement is hereby entered into and agreed upon by you, either an individual or an entity (“You” or “Company”) and SolarWinds ITSM Israel Ltd. (“SolarWinds ITSM”). This Agreement sets forth the obligations of each party.

### 1. DEFINITIONS.

- 1.1 **Affiliates** means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder.
- 1.2 **Agreement** means the Software Services Agreement and any applicable Product Addendum, Professional Services Agreement, the Data Processing Addendum, and the Order Form.
- 1.3 **Client(s)** means, if You are an MSP, Your customer(s).
- 1.4 **Data Processing Addendum(a)** means the terms of the data processing addendum, which are incorporated herein by reference.
- 1.5 **Devices** means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.
- 1.6 **Documentation** means the official user documentation prepared and provided by SolarWinds ITSM to You on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.
- 1.7 **MSP** means a managed service provider.
- 1.8 **Order Form** means the SolarWinds ITSM order page, product information dashboard, or other SolarWinds ITSM ordering document that specifies Your purchase of the Services, pricing, and other related information.
- 1.9 **Personal Data** means any information relating to an identified or identifiable natural person submitted by You to the Services.
- 1.10 **Product Addendum(a)** means additional terms and conditions set forth in Section 15 that relate to the applicable Services, Software, or Documentation.
- 1.11 **Services** means the products and software services, including any application programming interface (“API”) that accesses functionality provided to You by SolarWinds ITSM.
- 1.12 **Software** means the object code versions of any downloadable software provided by SolarWinds ITSM solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by SolarWinds ITSM to You pursuant to this Agreement.
- 1.13 **Support** means the standard maintenance or support provided by SolarWinds ITSM or its designated agents for the Services as set forth in this Agreement.
- 1.14 **User** means an individual authorized by You to use the Services, Software, and Documentation, for whom You have purchased a subscription or to whom You have

supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors, and if applicable, Your Clients.

- 1.15 Your Data or Data** means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

## 2. PROVISION OF SERVICES.

**2.1 Services License.** Upon payment of fees and subject to continuous compliance with this Agreement, SolarWinds ITSM hereby grants You a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below). You may provide, make available to, or permit Your Users to use or access the Services, the Software, or Documentation, in whole or in part. You agree that SolarWinds ITSM may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), SolarWinds ITSM may update or modify the Services or Software or provide alternative Services or Software at any time, although such modifications should not materially reduce the level of performance of the Services or Software during the Term.

**2.2 Evaluation License.** If the Services, Software, and Documentation are provided to You for evaluation, not for resale, demonstration, beta, or release candidate purposes, SolarWinds ITSM grants to You a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation License"). You shall not use the Evaluation License for production use or in a revenue generating environment. The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from SolarWinds ITSM in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, Support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.

**2.3 Account Upgrades.** You may, at any time, upgrade Your SolarWinds ITSM license or add users. The change will take effect immediately. You will be billed immediately for the additional fees due. After the Initial Term, You may downgrade, within the parameters communicated to You by SolarWinds ITSM, upon thirty (30) days prior written notice to SolarWinds ITSM. Downgrading Your license may cause loss of content, features, or capacity as available to You under Your previous license, and SolarWinds ITSM does not accept any liability for such loss.

## 3. LICENSE RESTRICTIONS; OBLIGATIONS.

**3.1 License Restrictions.** You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of SolarWinds ITSM; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by SolarWinds

ITSM; (vii) license the Services, Software, or Documentation (a) if You (or any of Your Users) are a direct competitor of SolarWinds ITSM; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software; or (c) for any other benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (“Viruses”); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party’s use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits; or (xiv) perform or disclose any performance or vulnerability testing of the Services or Software without SolarWinds ITSM’s prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services or Software.

- 3.2 Your Obligations.** You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users’ activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party’s access to the Services, Software, and Documentation and notify SolarWinds ITSM; (ii) You and Your Users will comply with all applicable local, state, and federal laws; (iii) You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) You will install the latest version of the Software or API on Devices accessing or using the Services; (v) You are legally able to process Your Data and are legally able to provide Your Data to SolarWinds ITSM and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Services, Software and Documentation.

If You are an MSP, You further acknowledge, agree, and warrant that: (i) You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients; (ii) You will provide all sales, problem resolution, and support services to Your Clients; (iii) You will be responsible for billing, invoicing, and collection for Your Clients; and (iv) You will operate at Your own expense and risk under Your own name as an MSP.

#### **4. PROPRIETARY RIGHTS.**

- 4.1 Ownership of SolarWinds ITSM Intellectual Property.** The Services, Software and Documentation are licensed, not sold. Use of “purchase” in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by SolarWinds ITSM to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to SolarWinds ITSM or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable

intellectual property laws and treaties. This Agreement gives You no rights to such content, including use of the same. SolarWinds ITSM is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software, which shall not include any Confidential Information or Personal Data. All rights not expressly granted under this Agreement are reserved by SolarWinds ITSM.

- 4.2 Ownership of Your Data.** You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. SolarWinds ITSM's right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

**5. TERM; TERMINATION.**

- 5.1 Term.** This Agreement will begin on the Effective Date and will continue until the end of the period specified in the applicable Order Form (the "Initial Term"). The Services may be renewed by mutual written agreement (each a **Renewal Term**, and collectively with the Initial Term, the **Term**).

- 5.2 Your Termination Rights.** You may terminate the Agreement for convenience upon at least thirty (30) days written notice prior to the end of the Term or immediately if SolarWinds ITSM becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; SolarWinds ITSM breaches this Agreement or Order Form; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

- 5.3 SolarWinds ITSM Suspension or Termination Rights.** SolarWinds ITSM may suspend or terminate this Agreement upon thirty (30) days' prior written notice or immediately if You become subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; You infringe or misappropriate SolarWinds ITSM's intellectual property; You breach this Agreement or Order Form, including failure to pay fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

- 5.4 Effect of Termination.** Termination shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to SolarWinds ITSM through the end of the current Term. Without prejudice to any other rights, upon termination, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by SolarWinds ITSM) all copies of the Services, Software, and Documentation. You further acknowledge and agree that You will retrieve Your Data or copies of Your Data from SolarWinds ITSM within thirty (30) days of the termination of this Agreement. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that SolarWinds ITSM has the right to delete Your Data, including any and all copies thereof. You also have the right to request that SolarWinds ITSM delete Your Data, and SolarWinds ITSM will delete Your Data and any and all copies thereof within thirty (30) business days of receipt of a written request from You. Your Data, once deleted, will not be able to be recovered. Sections 1, 4, 5.4, 6-11, 14.1-14.3, 14.9, and 15 shall survive any termination or expiration of this Agreement.

**6. FEES AND PAYMENT; TAXES.**

- 6.1 Fees and Payment.** All orders placed will be considered final upon acceptance by SolarWinds ITSM. If You are going to place an order through a partner You must provide SolarWinds ITSM with thirty (30) days' notice prior to end of the Term. Fees will be due and payable as set forth on the Order Form but, in any event, within 30 days following receipt of an invoice. Unless otherwise set forth herein, fees shall be at SolarWinds ITSM's then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. If You fail to pay, SolarWinds ITSM shall be entitled, at its sole discretion, to: (i) suspend provision of the Services until You fulfill Your pending obligations; (ii) charge You an interest rate designated by SolarWinds ITSM at the time of invoice; and/or (iii) terminate this Agreement. If applicable, if You exceed the license capacity designated in Your Order Form, in addition to SolarWinds ITSM's other remedies, You will be charged additional fees, which will be reflected in Your invoice. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Fees are non-refundable.
- 6.2 Taxes.** All fees are exclusive of taxes, and You shall pay or reimburse SolarWinds ITSM for all taxes arising out of transactions contemplated by this Agreement. If You are required to withhold any tax for payments due, You shall gross Your payments to SolarWinds ITSM so that SolarWinds ITSM receives sums due in full, free of any deductions. As reasonably requested, You will provide documentation to SolarWinds ITSM showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on SolarWinds ITSM's income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that SolarWinds ITSM can rely on the name and address that You provide to SolarWinds ITSM when You agree to the fees or in connection with Your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where You have established Your business.

## **7. DATA; PROTECTION OF YOUR DATA.**

- 7.1 Your Data.** SolarWinds ITSM and its Affiliates may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that SolarWinds ITSM, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass; (e) infringing the intellectual property rights or any other rights of any third party; or (f) unreasonable or unauthorized use of the SolarWinds Services. You agree that You and Your Users are responsible for maintaining and protecting backups of Your Data directly or indirectly processed using the Services and Software and that SolarWinds ITSM is not responsible for exportation of, the failure to store, the loss of, or the corruption of Your Data.

You agree that SolarWinds ITSM and its Affiliates will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve SolarWinds ITSM products and services and Your and Your Users' experience with SolarWinds ITSM and its Affiliates pursuant to the SolarWinds Privacy Notice.

You represent and warrant that You and Your Users, in regard to processing of Personal Data hereunder, shall be deemed the data controller (and SolarWinds ITSM, the data processor) and shall determine the purpose and manner in which such Personal Data is, or will be processed.

- 7.2 Protection of Your Data.** Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. SolarWinds ITSM and its Affiliates will process Personal Data in accordance with the Data Processing Addendum, if

applicable. You are responsible for ensuring that the security of the Services is appropriate for Your intended use and the storage, hosting, or processing of Personal Data.

## **8. CONFIDENTIAL INFORMATION.**

As used in this Agreement, **Confidential Information** means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Personal Data, and SolarWinds ITSM Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (i) is (or, through no fault of the recipient, has become) generally available to the public; (ii) was lawfully received by the receiving party from a third party without such restrictions; (iii) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (iv) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to which the applicable party may be entitled.

## **9. DISCLAIMER.**

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOLARWINDS ITSM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. SOLARWINDS ITSM DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. NOTWITHSTANDING THE ABOVE DISCLAIMERS, SOLARWINDS ITSM AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY SOLARWINDS ITSM TO YOU UNDER THIS AGREEMENT.

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES.

## **10. INDEMNIFICATION.**

**10.1 SolarWinds ITSM Indemnification.** Subject to these terms, SolarWinds ITSM will indemnify, defend, and hold harmless You, Your Affiliates, and Your directors, employees, and agents from and against any claims arising out of or due to: SolarWinds ITSM's infringement or misappropriation of any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party; provided (i) use of the Services by You is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services by You or Your Users, agents or employees; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by SolarWinds ITSM. SolarWinds ITSM's indemnification obligations are contingent upon You: (i) promptly notifying SolarWinds ITSM in writing of the third party claim; (ii) granting SolarWinds ITSM sole control of the selection of counsel, defense, and settlement of the third party claim; and (iii) providing SolarWinds ITSM with reasonable assistance, information and authority required for the defense and settlement of the third party claim. This Section states SolarWinds ITSM's entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You.

**10.2 Your Indemnification.** You agree to indemnify, defend, and hold harmless SolarWinds ITSM and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to: (i) Your Data; (ii) Your (or Your User's) breach of this Agreement; (iii) Your (or Your User's) use of the Services, Software, or Documentation in violation of SolarWinds ITSM's or any third party rights, including any intellectual property or privacy rights, or any applicable laws; or (iv) Your (or Your User's) misuse of the Services, Software, or Documentation. Your indemnification obligations are contingent upon SolarWinds ITSM: (i) promptly notifying You in writing of the third party claim; (ii) granting You sole control of the selection of counsel, defense, and settlement of the third party claim; and (iii) providing You with reasonable assistance, information and authority required for the defense and settlement of the third party claim. This Section states Your entire liability (and shall be SolarWinds ITSM's sole and exclusive remedy) with respect to indemnification to SolarWinds ITSM.

## **11. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WITH THE EXCEPTION OF YOUR VIOLATION OF SOLARWINDS ITSM'S INTELLECTUAL PROPERTY RIGHTS OR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT FOR WHICH LIABILITY SHALL BE CAPPED AT \$250,000, (I) IN NO EVENT WILL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO SOLARWINDS ITSM UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

## 12. THIRD-PARTY PROGRAMS.

You may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Your use of the third-party programs. Nothing in this Agreement limits Your or Your Users' rights under, or grants You or Your User rights that supersede, the terms of any such thirdparty program.

## 13. SUPPORT.

- 13.1 SolarWinds ITSM Support.** If applicable to You, SolarWinds ITSM shall, during the Term, provide You with Support. You agree to: (i) promptly contact SolarWinds ITSM with all problems with the Services or Software; and (ii) cooperate with and provide SolarWinds ITSM with all relevant information and implement any corrective procedures that SolarWinds ITSM requires to provide Support.
- 13.2 Provision of Support.** If applicable to You, SolarWinds ITSM shall, during the Term, provide You with Support in accordance with the applicable support terms and conditions. You agree to: (i) promptly contact SolarWinds ITSM with all problems with the Services or Software; and (ii) cooperate with and provide SolarWinds ITSM with all relevant information and implement any corrective procedures that SolarWinds ITSM requires to provide Support. SolarWinds ITSM will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services by You or Your Users; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.
- 13.3 Limitations.** SolarWinds ITSM will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services by You or Your Users; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

## 14. GENERAL.

- 14.1 Notices.** All notices must be in writing. Notices to SolarWinds ITSM shall be mailed by registered or certified mail to Legal Department, 7171 Southwest Parkway, Building 400, Austin, Texas 78735, or sent via email to [Legal\\_Team@solarwinds.com](mailto:Legal_Team@solarwinds.com) (with evidence of effective transmission). Notices to You shall be mailed by registered or certified mail to 4123 Lakeside Drive, Richmond, CA 94806 or sent via email to: [dedwards@mwacademy.org](mailto:dedwards@mwacademy.org)
- 14.2 Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other SolarWinds ITSM terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. In addition, any and all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.
- 14.3 Export Control Laws.** The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if



outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that You will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

- 14.4 Modifications.** Unless as otherwise set forth herein, this Agreement shall not be amended or modified by You except in writing signed by authorized representatives of each party.
- 14.5 Severability.** If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.
- 14.6 Waiver.** The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.
- 14.7 Force Majeure.** SolarWinds ITSM will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war. If SolarWinds ITSM is not able to perform under this Agreement due to force majeure, You will be released from Your obligation to pay any fees/costs/charges under this Agreement until such time as SolarWinds ITSM is able to recommence performance again, and You shall be entitled to a proportional refund of any fees/costs/charges under this Agreement for the period of SolarWinds ITSM's nonperformance due to force majeure.
- 14.8 Construction.** Paragraph headings are for convenience and shall have no effect on interpretation.
- 14.9 Governing Law.** This Agreement shall be governed by the laws of the State of Delaware and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. You hereby consent to jurisdiction of the state and federal courts of Delaware. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, You agree that the English version of this Agreement shall prevail and control.
- 14.10 Third Party Rights.** Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.
- 14.11 U.S. Government Use.** SolarWinds ITSM's Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation," and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification,

transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed. Manufacturers are SolarWinds ITSM Israel Ltd., P.O box 8733, 5 Ha Melacha, St. Netanya, IL 4250540.

**14.12 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

The Parties have caused this Agreement to be executed by their respective authorized representatives designated as below.

**SolarWinds ITSM Israel Ltd.**

**Company:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date:

Date:



# ORDER FORM

Order Form For: Making Waves Academy  
 Prepared By: Joshua Bronson  
 Phone: (919) 439-6769  
 Email: joshua.bronson@solarwinds.com

Order Form Expiration Date: 5/1/2021

Payment Method: Check  
 Payment Terms: Net 30  
 Contract Terms: Paid Upfront

Account Name: Making Waves Academy  
 Billing Address: 4123 Lakeside Drive,  
 Richmond, CALIFORNIA 94806

Contact Name: Athena Draper  
 Phone: 510.262.1511

### Subscriptions:

Product	Months	Quantity	Monthly Price	Total
Professional - Service Agent User	12	20	\$50.82	\$12,196.80
Professional - Asset Management	12	1,800	\$0.28	\$6,048.00
Total Contract Cost (USD):				\$18,244.80

### Terms & Conditions:

- This Order Form is governed by the revised SolarWinds ITSM Software Services Agreement agreed upon by both parties on April 29th, 2021

### Governing Agreement:

This Order Form is governed by the <http://solarwinds.com/legal/legal-documents> which agreement is incorporated into this order form for all purposes, or if the parties have signed written agreement, then that written agreement governs. This proposal is intended for quoting purposes only. The final invoiced amount may change based on the actual contract start date. Prices shown do not include any taxes that may apply. If taxes are required by your State - Solarwinds will include these in the invoice. Any such taxes are the responsibility of the customer. This order and the agreement constitute the entire agreement between that parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modifications or waiver of any term of this order is effective unless both parties sign it.

Acceptance: Signed on behalf of Making Waves Academy by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Coversheet

## Revised Student Acceptable Use Policy

**Section:** V. Consent Action Items  
**Item:** H. Revised Student Acceptable Use Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2021 - 2022 MWA Student Technology Acceptable Use Policy .pdf



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## Introduction

Making Waves Academy (MWA) provides access to technology devices, the internet, and data systems to the student(s), for educational purposes. This Acceptable Use Policy (AUP) governs students' electronic activity using Making Waves Academy technology, internet, and data systems regardless of location.

For example, MWA technology, internet, and data systems include but is not limited to:

- Chromebooks
- Laptops
- Laptop & Chromebook Chargers
- Headphones
- Internet
- Wifi HotSpots
- Built-in Webcams
- MWA Network
- MWA Email Account
- MWA Subscription to Digital Educational Programs

Those resources will thereafter be referred to as "MWA Technology." The purpose of this policy is to ensure a safe and appropriate environment for all students. This policy notifies students and families about the acceptable ways in which MWA Technology may be used.

Students must comply with this policy at all times when using MWA Technology (including but not limited to all items listed above), whether inside or outside of MWA campuses. No student may use MWA Technology until the agreement at the end of this policy has been signed by the student and their parent(s) or guardian(s) as applicable and returned to MWA. MWA reserves the right to change this policy at any time and will inform students and families of any material change by e-mail and notice in the next available mailing. Continued use of MWA Technology following MWA's notification of revisions to this policy constitutes acceptance of those revisions.

## Guiding Principles

- Online tools are used in our classrooms, school, and central office to increase community engagement, student learning, and core operational efficiency.
- MWA has a legal and moral obligation to protect the personal data of our student(s).
- Nothing in this policy shall be read to unlawfully limit an individual's constitutional rights to freedom of speech or expression or to unlawfully restrict a student's ability to engage in concerted, protected activity with a fellow student regarding the terms and conditions during their time at Making Waves Academy.



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## IT & Device Support

MWA provides basic installation, synchronization, and software support for MWA-issued electronic devices. Devices must be connected to the MWA network on a regular basis to receive up-to-date software and antivirus updates and for inventory purposes. Password protection is required on all MWA-issued electronic devices to prevent unauthorized use in the event of loss or theft. All requests for support should be emailed to [ithelpdesk@mwacademy.org](mailto:ithelpdesk@mwacademy.org) or make an appointment on the [IT Curbside Support Calendar](#)

## Passwords

Students must adhere to password requirements set forth by Making Waves Academy when logging into or using MWA Technology. Students are provided with MWA email addresses and passwords to support their use of MWA Technology. Students MUST not share their passwords and must use extra caution to avoid email scams that request passwords or other personal information.

## Compliance Requirement for Students

The AUP is reviewed annually by MWA Leadership and is issued to student families via SchoolMint during registration and re-registration at the beginning of each school year. Students are required to verify that they have read and will abide by the AUP annually. MWA encourages parents/guardians to discuss this policy with their children to ensure their children understand and comply with this policy.

## Student AUP & Agreement

Copies of the Acceptable Use Policy and the Student Chromebook Use Agreement are also included in the electronic registration packets for families & student(s). These packets are given to all student(s) at the beginning of the school year. Among the packet forms, student(s) are provided the Student Chromebook Use Agreement. This form must be completed and signed by all student(s) and their parents/guardians after going over the AUP together. The signed contract must be returned to the school before the student may begin using the Internet.

## Procedures Governing Travel with a MWA Student Device Travel

While cell phones, laptops, and other electronic devices have become necessities, traveling with such devices occasionally poses challenges.

MWA students **shall not** travel with their MWA devices. Travel with MWA devices shall be permitted in limited circumstances, in compliance with the following procedures. The procedures outlined herein are implemented to ensure MWA devices and the safety of student information are not compromised.

Although MWA generally prohibits travel with MWA devices, MWA recognizes that there are situations that require a student to travel with a MWA device. To support MWA students' needs, while also ensuring the



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

secure use of MWA devices and the safety of student information and data, all students who need to travel with a MWA device shall follow the following procedures:

- Students or their parent(s)/guardian(s) are required to communicate travel plans to the school administration at least **15 days prior** to the trip to determine the type of technology support needed.
- If students do not have Chromebook insurance, we recommend that it is purchased **at thirty-five dollars (\$35)** before traveling to cover any loss or damages. *(If you have purchased Chromebook insurance during registration/re-enrollment, student devices are automatically covered.)* **If an MWA device is damaged or lost and the student's parent/guardian has not purchased Chromebook insurance prior to the damage or loss, the student's parent/guardian will be responsible for the full replacement costs as set forth below.**
- Students are required to comply with all terms and conditions of the MWA Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement when traveling with a MWA device.
- Students and their parent/guardian are required to review the following recommendations prior to the scheduled trip. To the extent possible, MWA students should comply with the recommendations outlined below to practice safe and secure technology use.

During travel, we recommend you consider the following:

**Connect only to known Wi-Fi networks.** Anyone can create a network and give the network a legitimate sounding name to lure unsuspecting travelers. These connections allow criminals to capture personal information transmitted through the network. This is especially common at public cafés, hotel lobbies, and airports.

**Know what technologies, goods, and devices are subject to restrictions and export control licensing.** If traveling to sanctioned countries or destinations that are otherwise impacted by export control restrictions.



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

**Know what technologies and devices are subject to restrictions.** *If traveling to sanctioned countries or destinations that are otherwise impacted by export control restrictions. Know that when traveling with devices, be aware of which countries restrict or require licenses for importation of such devices/software (e.g., Cuba, Belarus, Burma/Myanmar, China, Hungary, Iran, Israel, Kazakhstan, Moldova, Morocco, Russia, Saudi Arabia, Tunisia, Ukraine)*

\*\*\* For example, Zoom video conferencing is prohibited/ restricted in the following countries; use this [LINK](#) to see the document in its entirety. \*\*\*

- *Cuba: For regulatory reasons, users in this country are currently unable to access Zoom services.*
- *Iran: For regulatory reasons, users in this country are currently unable to access Zoom services.*
- *North Korea: For regulatory reasons, users in this country are currently unable to access Zoom services.*
- *Syria: For regulatory reasons, users in this country are currently unable to access Zoom services.*
- *Ukraine (Crimea Region): For regulatory reasons, users in this region are currently unable to access Zoom services.*

**Do not leave your device unattended.** *Physically having control of your device is the easiest way for someone to access your data. If you ever leave your computer, make sure to secure it. Turn it off completely rather than using sleep mode. This makes unauthorized access more difficult.*

**Do not use untrusted accessories.** *Never plug in an untrusted accessory, including charging tools. Additionally, never use gifted or found USB or thumb drives.*

**Do not enter your credentials on untrusted or public access computers.** *Public computers, such as those at a hotel business center or internet café, are often poorly managed and provide minimal security protection for users.*





# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

**Connect only to known Wi-Fi networks.** Anyone can create a network and give the network a legitimate sounding name to lure unsuspecting travelers. These connections allow criminals to capture personal information transmitted through the network/internet.

*\*\*This is especially common at public cafés, hotel lobbies, and airports.*

**Turn off your Wi-Fi and Bluetooth when not in use.** Some devices connect to Wi-Fi automatically. Make sure that this feature is disabled on your device. The best practice is to turn off both Wi-Fi and Bluetooth when not in use.

**Practice safe web browsing.** The websites you visit online hold valuable data about you. **Do not click through system or application warnings or error messages.**

**Be aware of targeted social engineering.** **\*\* This can take many forms, such as a dining invitation, shared ride, calendar invite, or an appeal to your helpfulness.\*\***

**Note:** **Providing details about your plans or personal life on social media makes targeting even easier. Avoid providing any travel details online in a publicly accessible format.**

**After travel, we recommend you consider the following:**

**Reset Passwords Used.** On a trusted device that you have access to, make sure to reset the password you used during the trip.

If there are any technical difficulties with the MWA device and/or the loss of a MWA device while traveling with a MWA device, whenever possible, students or their parent/guardian shall notify the MWA IT Team emailing [ithelpdesk@mwacademy.org](mailto:ithelpdesk@mwacademy.org) with the details of the technical difficulties and/or information about the loss of the device. Students or their parent/guardian shall also contact the Chromebook insurer, and comply with all applicable requirements pursuant to the insurance coverage.



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## Consequences of Breach of Policy

Use of all MWA technology resources is a privilege, not a right. By using MWA's Internet Systems and devices, the student agrees to follow all MWA regulations, policies, and guidelines. Students are encouraged to report misuse or breach of protocols to appropriate personnel, including building administrators, direct supervisors, and the Instructional, Applied Tech, and Information Technology teams. Abuse of these privileges may result in one or more of the following consequences:

- Suspension or cancellation of use or access privileges.
- Payments for damages or repairs.
- Discipline under appropriate School Division policies, subject to any collective bargaining obligations.
- Liability under applicable civil or criminal laws.

## Communication & Social Media

Students are provided with district email accounts and online tools to improve communication efficiency, both within the organization and with the broader community. Communication should be consistent with professional practices used for all correspondence. When using online tools, members of the MWA community will use appropriate behavior:

- a) when a student of the Making Waves Academy is communicating by sending an email*
- b) when the communication impacts or is likely to impact the classroom or working environment at Making Waves Academy.*

All communication sent by a student using district property or district business could be subjected to public access requests submitted through the Freedom of Information Act (FOIA). Student (s), staff, and faculty need to be aware that data and other material/files maintained on the school district's systems may be subject to review, disclosure, or discovery. Use of personal email accounts and communication tools to conduct school business is strongly discouraged and may open an individual's account and search history are subject to FOIA inquiries. MWA will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies or government regulations

## **Important Laws<sup>1</sup>**

**Freedom of Information Act (FOIA)** - The FOIA is a law that allows for the release of government documents at an individual's request. An FOIA request can be made to the Making Waves Academy for electronic documents/communications stored or transmitted through district systems unless that

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<sup>1</sup> The list of definitions (laws and other relevant definitions) is not exhaustive



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

information could be detrimental to governmental or personal interests. For more information, visit <http://www.foia.gov/>

**Family Educational Rights and Privacy Act (FERPA)** - The FERPA law protects the privacy, accuracy, and release of information for students and families of the Making Waves Academy. Personal information stored or transmitted by agents of the Making Waves Academy must abide by FERPA laws. MWA is required to protect the integrity and security of student and family information. For more information, visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

**Children's Internet Protection Act (CIPA)** - requires schools that receive federal funding through the E-Rate program to protect student(s), staff, and faculty from content deemed harmful or inappropriate. Making Waves Academy is required to filter internet access for inappropriate content, monitor minors' internet usage, and educate students on safe and appropriate online behavior.

## Cost of Equipment

If a violation of this policy results in willful damage to school devices or accessories, pursuant to Education Code Section 48904, the parent or guardian of a minor student shall be liable for the replacement cost for the school devices or accessories, up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. The Division Director or his/her designee will decide the amount that needs to be reimbursed, which will not exceed the device's original cost or equipment. MWA may, after affording a pupil who has willfully cut, defaced, or otherwise injured MWA devices or accessories his or her due process rights and notifying his or her parent in writing, withhold the grades, diploma, and transcripts of the pupil responsible for the damage or loss until the pupil or the pupil's parent or guardian has paid for the damages. When the minor and parent are unable to pay for the damages, MWA will provide a voluntary work program for the minor in place of monetary damages. A student over the age of majority shall be liable for the same and shall have the same voluntary work option.

## Roles and Responsibilities

1. The Information Technology (IT) Director, or their designee, will serve as the coordinator to oversee access to MWA technology and MWA responsibility, limitations, and rights contained in this policy.
2. The Sr. School Director, or their designee, will be responsible for disseminating this policy and enforcement of the student responsibilities in their division.



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## Student Responsibilities When Using MWA Technology:

	I will	I will not
<b>General Use</b>	<ul style="list-style-type: none"> <li>● Use MWA technology for educational purposes only</li> <li>● Follow teacher and administrator instructions at all times</li> <li>● Exclusively use the e-mail account provided by MWA</li> <li>● Check my MWA e-mail daily</li> <li>● Comply with state and federal law<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>● Use MWA technology for non-educational purposes such as, but not limited to, commercial, illegal, religious, recreational, or political activities.</li> <li>● Use my personal email account.</li> </ul>
<b>Digital Citizenship</b>	<ul style="list-style-type: none"> <li>● Use appropriate, professional language in all digital communication</li> <li>● Report any inappropriate (vulgar, profane, sexually explicit, hate-based, discriminatory, derogatory, or offensive) content to a teacher or administrator</li> <li>● Report any suspicion of digital harassment or cyberbullying to a teacher or administrator</li> </ul>	<ul style="list-style-type: none"> <li>● Create, search, save, display, use or circulate inappropriate material, which includes, but is not limited to:               <ul style="list-style-type: none"> <li>○ Vulgarity</li> <li>○ Profanity</li> <li>○ Sexually explicit content</li> <li>○ Hate-based, discriminatory, derogatory, or offensive content</li> </ul> </li> <li>● Harass or bully others online</li> <li>● Make public a message that was sent privately to me without authorization from the sender.</li> <li>● Download large files unless necessary for educational purposes</li> </ul>

<sup>2</sup> See the [Important laws](#) section for more details



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

	<ul style="list-style-type: none"> <li>● Notify a teacher or an administrator immediately if I believe my student account has been compromised</li> <li>● Take any digital citizenship course required by teachers or administrators, including but not limited to: cyberethics, cybersecurity, digital safety, and cyberbullying</li> <li>● Always cite the source of information I find online</li> <li>● Check if the materials I find online are protected by copyright before using it</li> </ul>	<ul style="list-style-type: none"> <li>● Send chain letters or engage in spamming</li> <li>● Plagiarize others' work without proper citation or permission</li> <li>● Claim to be the author of material created by others</li> <li>● Illegally download materials protected by licensing, copyright, or other intellectual property laws, including music and movies</li> <li>● Load software without permission</li> <li>● Engage in or support cyberbullying</li> </ul>
<p><b>Student Safety</b></p>	<ul style="list-style-type: none"> <li>● Protect my password</li> <li>● Log off at the end of every session</li> <li>● Keep in mind that all my digital and online activities cannot be permanently erased.</li> <li>● Pay attention to all security warning messages.</li> <li>● Notify a teacher or administrator if I receive any digital communication that makes me feel unsafe or uncomfortable</li> <li>● Notify a teacher or administrator if I see anything on the internet that makes me feel unsafe</li> </ul>	<ul style="list-style-type: none"> <li>● Allow others to use my account</li> <li>● Send my password by e-mail or digital messaging</li> <li>● Share personal information (address, phone, SSN, date of birth, photos, etc.) with strangers, or make it public.</li> <li>● Meet in person with someone I met online.</li> <li>● Accept a friend invitation on social networks from someone I don't know</li> <li>● Post photos of others without their permission</li> <li>● Post private information about another person</li> <li>● Opening e-mail from people who I don't know and don't work at MWA</li> <li>● Click on links or open files sent by people who I don't know and don't work at MWA</li> </ul>
<p><b>Devices and Network</b></p>	<ul style="list-style-type: none"> <li>● Report security problems or breaches to a teacher or administrator</li> <li>● Keep in mind that the school</li> </ul>	<ul style="list-style-type: none"> <li>● Bypass security or internet filters (install or utilize proxies)</li> <li>● Attempt to capture others' password</li> <li>● Attempt to modify unauthorized</li> </ul>



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

	<p>owns the device and networks, and there is no expectation of privacy while I'm using them, inside or outside of MWA campuses</p> <ul style="list-style-type: none"> <li>● Take good care of all devices</li> </ul>	<p>settings</p> <ul style="list-style-type: none"> <li>● Impersonate or pretend to be someone else online</li> <li>● Attempt to gain access to restricted or unauthorized accounts, network services, or devices (hacking)</li> <li>● Tamper with computer hardware or software</li> <li>● Vandalize data, devices, or any technology resources provided by MWA</li> <li>● Invoke computer viruses or malware</li> <li>● Attempt to interfere with the device antivirus or any security application present on any device or system.</li> <li>● Attempt to modify or obscure my IP address, or that of others</li> <li>● Work directly on teacher or MWA websites without express written permission from Making Waves Academy IT Director</li> <li>● Create unauthorized wireless networks to access MWA's network. MWA networks include establishing wireless access points, wireless routers, and open networks on personal devices</li> </ul>
<p><b>Device Care</b></p>	<ul style="list-style-type: none"> <li>● Close the lid and use both hands when transporting it</li> <li>● Put it inside a backpack to transport it outside of school</li> <li>● Power down when not using it</li> <li>● If I take it home, charge it at home every night             <ul style="list-style-type: none"> <li>○ In case I'm unable to charge it at home for reasons outside of my control, I will notify a teacher or administrator.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Loan it to other individuals;</li> <li>● Place heavy objects on top of it</li> <li>● Alter its appearance or function in any way (including stickers, magnets, etc.)</li> <li>● Eat or drink while using it</li> <li>● Leave it unattended (including inside a car)</li> <li>● Place it in locations prone to be damaged, i.e., on a playground, sports field, or thoroughfare.</li> <li>● Keep it near young children or pets</li> <li>● Remove factory or MWA tags</li> <li>● Intentionally damage or disrupt it</li> </ul>



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

	<ul style="list-style-type: none"> <li>• Inform IT immediately of any malfunction by reporting the issue to a teacher or administrator or who can direct me to the IT office for support</li> <li>• Keep it in a secure place at all times</li> <li>• Use it on stable surfaces</li> <li>• File a police report in case of theft and provide it to MWA within two (2) business days of the incident</li> <li>• Return it to MWA when requested</li> </ul>	<ul style="list-style-type: none"> <li>• Connect unauthorized equipment to it, including USB devices and SD cards</li> <li>• Disassemble or attempt to repair it</li> </ul>
<b>Loss/Theft</b>	<ul style="list-style-type: none"> <li>• Students must take reasonable measures to prevent a device from being lost or stolen.</li> </ul>	<ul style="list-style-type: none"> <li>• Suppose an electronic device is lost or stolen. In that case, the student is required to immediately notify appropriate school staff and their direct supervisor, local authorities, and the MWA IT Service Desk via email <a href="mailto:ithelpdesk@mwacademy.org">ithelpdesk@mwacademy.org</a> or schedule an appointment using the <a href="#">IT Curbside Support Calendar</a>.</li> </ul>
<b>Distant Learning /Video Meetings</b>	<ul style="list-style-type: none"> <li>• Disable cameras and microphones before entering a video meeting</li> <li>• Only enable cameras and microphones when instructed</li> <li>• Use the appropriate tools to ask a question</li> <li>• Be the only person on camera</li> <li>• Be in a safe and appropriate environment</li> <li>• Report any unsafe behavior to the Dean of Students</li> </ul>	<ul style="list-style-type: none"> <li>• Display inappropriate content on cameras</li> <li>• Screenshare inappropriate content</li> <li>• Say inappropriate content on microphones</li> <li>• Write inappropriate messages</li> <li>• Spam chat</li> </ul>

## Making Waves Academy Responsibilities, Limitations and Rights



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## General use

MWA will provide students access to technology for educational purposes. MWA reserves the right to revoke or restrict student usage of technology anytime to apply disciplinary actions for this policy's violations.

## Limitation of Liability

1. MWA makes no warranties of any kind, either express or implied that the functions or the services provided by MWA technology would be error-free or without defect. MWA will not be responsible for any damage students may suffer, including but not limited to loss of data, missed deliveries, or interruptions of service. The student and parent agree not to hold MWA for the accuracy or quality of the information obtained through or stored on MWA technology or for any claim of damage, negligence, or breach of duty resulting from the use of MWA technology. MWA will not be responsible for financial obligations arising from a student's unauthorized use of the system.
2. Students will indemnify and hold MWA harmless from any losses sustained by MWA due to intentional misuse of the student's system.
3. MWA will not support MWA technology when the school is not operating (after school hours, holidays, and school breaks).
4. Parents/guardians are required to supervise and monitor their child's use of MWA Technology, including but not limited to their child's access to the internet and any online services through MWA Technology any and all times during which any MWA Technology is being used by their child outside school facilities or school hours to ensure compliance with this policy.

## Content filtering

MWA has installed Internet filtering software in a best-effort attempt to block student access to inappropriate and/or harmful content on the Internet. No filtering technology is perfect, and this technology may occasionally fail. In the event that the filtering software is unsuccessful and student(s), staff, and faculty gain access to inappropriate and/or harmful material, MWA will not be liable.

MWA filtering systems adhere to the US Congress enacted CIPA (Children's Internet Protection Act) guidelines, updated 2011: <http://www.fcc.gov/guides/childrens-internet-protection-act>

## Guidelines for Online Communication

MWA advises students:

- Never share passwords, personal data, or private photos online.





# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

- Think about what they are doing carefully before posting and emphasizing that comments cannot be retracted once posted.
- That personal information revealed on social media can be shared with anyone, including parents, teachers, administrators, and potential employers. Students should never disclose information that would make them uncomfortable if the world had access to it.
- To consider how it would feel to receive such comments before making comments about others online.

## Solicitation

Web announcements and online communication promoting a business are prohibited by the MWA Solicitation Policy, exceptions if benefits are judged sufficient and adhere to MWA policies.

## Privacy

Student(s) should not expect privacy while using MWA technology.

1. MWA reserves the right to monitor the use of the internet through its system at all times.
2. As required by the Children's Internet Protection Act ("CIPA"), MWA will monitor students' online activities. Such monitoring may lead to a discovery that the student has violated or may be violating, MWA Technology Acceptable Use Policy, the Student-Family Handbook, discipline policies, or the law.
3. MWA reserves the right to employ and review the results of software that searches, monitors, and/or identifies potential violations of the Technology Acceptable Use Policy.
4. Students of MWA technology should be aware that their files may be discoverable in court and administrative proceedings and accordance with public records laws.
5. Students of MWA technology should have no privacy expectation in the contents of their files and records of their online activity while on MWA technology. MWA does not encourage student(s), staff, and faculty to store personal data on MWA technology - MWA cannot be responsible for the loss or damage of such data.
6. MWA will cooperate fully with local, state, or federal officials in any lawful investigation concerning or relating to illegal activities conducted through MWA technology.

## Important Laws<sup>3</sup>

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<sup>3</sup> The list of definitions (laws and other relevant definitions) is not exhaustive



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

## 1. Relevant Laws:

- a. **Copyright** - A form of protection provided by the United States laws for "original works of authorship," including literary, dramatic, musical, architectural, cartographic, choreographic, pantomimic, pictorial, graphic, sculptural, and audiovisual creations. Violations of copyright law that occur while using the MWA network or other resources are prohibited and can create liability for the district and the individual. MWA student(s), staff, and faculty must comply with regulations on copyright plagiarism that govern the use of material accessed through the MWA's network. "Copyright" literally means the right to copy but has come to mean that body of exclusive rights granted by law to copyright owners for protection of their work. Copyright protection does not extend to any idea, procedure, process, system, title, principle, or discovery. Similarly, names, titles, short phrases, slogans, familiar symbols, mere variations of typographic ornamentation, lettering, coloring, and listings of contents or ingredients are not subject to copyright.<sup>4</sup> student(s), staff, and faculty will refrain from using materials obtained online without requesting permission from the owner of the material's use has the potential of being considered copyright infringement. MWA will cooperate with copyright protection agencies investigating copyright infringement by students of Making Waves Academy's computer systems and network.
- b. **Plagiarism** - To plagiarize is<sup>5</sup>:
  - i. to steal and pass off (the ideas or words of another) as one's own
  - ii. to use (another's production) without crediting the source
  - iii. to commit literary theft
  - iv. to present as new and original an idea or product derived from an existing source
  - v. unauthorized collaboration with peers or others

In other words, plagiarism is an act of fraud. As defined in section 3294 of the California Civil Code, "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of property or legal rights or otherwise causing injury.

- c. **Cyberbullying** - is the "willful and repeated harm inflicted through the use of computers, cell phones, and other electronic devices." The key elements include the following:
  - i. Willful: The behavior has to be deliberate, not accidental.
  - ii. Repeated: Bullying reflects a pattern of behavior, not just one isolated incident.
  - iii. Harm: The target must perceive that harm was inflicted.

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<sup>4</sup> Source: [US Copyright Office](#)

<sup>5</sup> Source: [Plagiarism.org](#)



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

iv. Computers, cell phones, and other electronic devices: This, of course, is what differentiates cyberbullying from traditional bullying<sup>6</sup>

The most common places where cyberbullying occurs are<sup>7</sup>:

1. Social Media platforms, such as Facebook, Instagram, Snapchat, and Twitter
2. SMS (Short Message Service), also known as Text Message sent through devices Instant Message (via devices, email provider services, apps, and social media messaging features)
3. Email - Bullying in all forms, including cyberbullying, is regulated by the California Education Code,<sup>8</sup> and student(s), staff, and faculty found responsible for engaging in any form of bullying are subject to disciplinary action per the Family Handbook and Suspension and Expulsion Policy.

d. **Hacking** - is an unauthorized intrusion into a computer or a network. The person engaged in hacking activities is generally referred to as a hacker. This hacker may alter system or security features to accomplish a goal that differs from the original purpose of the system<sup>9</sup>. Accessing a computer system without authorization is illegal under various circumstances, under the United States Code, Title 18, Chapter 47, Sec 1030<sup>10</sup>.

e.

## 2. Other Relevant Definitions

- a. **Chain emails** - are those that ask the recipient to forward the email to multiple people in the body or subject of the message. Many chain letter emails are hoaxes and/or scams and are often considered to be a security and privacy risk. If a person forwards the message on, it will usually show the names and email addresses of everyone you have sent it to, and possibly the addresses of everyone the last person (from which you received it) also sent it to. The risk is that you do not know if an unscrupulous or malicious person will receive the email with all the email addresses and what they might choose to do with that list. Many consider chain e-mail to be a type of spam<sup>11</sup>.
- b. **IP address** - A unique number assigned by an Internet authority that identifies a computer on the Internet. The number consists of four groups of numbers between 0 and 255, separated by periods (dots). For example, 195.112.56.75 is an IP address<sup>12</sup>.

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<sup>6</sup> Source: [Cyberbullying Research Center](#)

<sup>7</sup> Source: [Stopbullying.gov](#)

<sup>8</sup> Source: Stopbullying.gov, [California State information](#). The California Code of Education can be found [here](#)

<sup>9</sup> Source: [Techopedia](#)

<sup>10</sup> Source: [Office of the Law Revision Counsel](#)

<sup>11</sup> Source: [Webopedia](#)

<sup>12</sup> Source: [Gartner IT Glossary](#)



# Making Waves Academy Student Technology Acceptable Use Policy for Digital Information, Communication, and Technology Resources Agreement

- c. **Malware** - In full malicious software, malicious computer programs, or “malicious software,” such as viruses, trojans, spyware, and worms. Malware typically infects a personal computer (PC) through email, Web sites, or attached hardware devices<sup>13</sup>.
- d. **Phishing** - Act of sending e-mail that purports to be from a reputable source, such as the recipient’s bank or credit card provider, and that seeks to acquire personal or financial information. The name derives from the idea of “fishing” for information<sup>14</sup>.
- e. **Proxy or proxy sites** - A proxy or proxy site hides the person’s identity using them and allows access to content or websites blocked by the MWA firewall or content filters.
- f. **Spam** - Usenet messages flooded many newsgroups indiscriminately. The term is also loosely applied to junk mail<sup>15</sup>.

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<sup>13</sup> Source: [Encyclopedia Britannica](#)

<sup>14</sup> Source: [Encyclopedia Britannica](#)

<sup>15</sup> Source: [Gartner IT Glossary](#)

# Coversheet

## Berkeley Board Fellows Presentation

**Section:** VI. Day-of-Slides  
**Item:** A. Berkeley Board Fellows Presentation  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** BBF MWA\_May Board Meeting Materials.pptx



# Innovation at Making Waves Academy

Berkeley Board of Fellows – May 6, 2021 | Final Project Update

# Objectives of today

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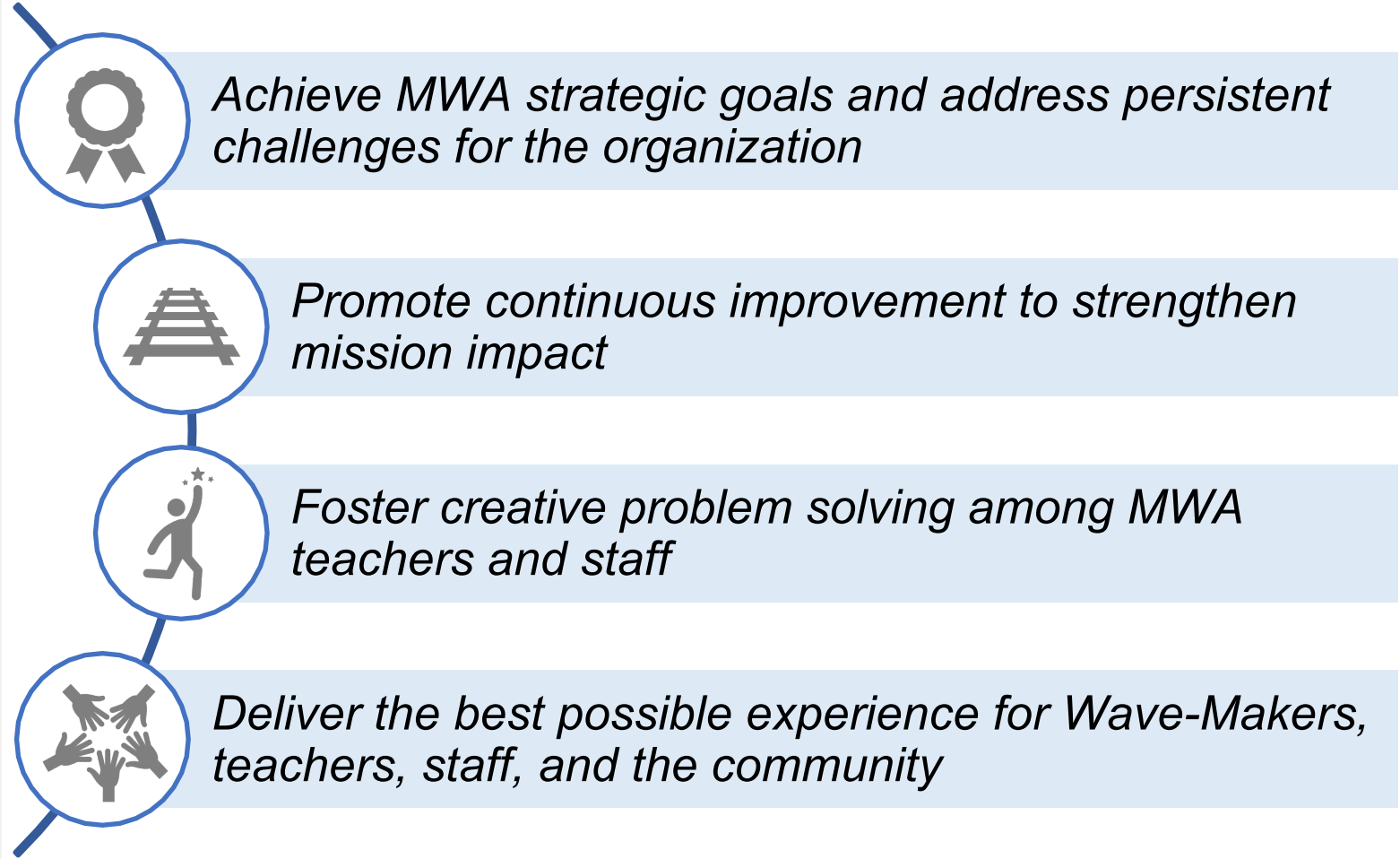
- 1 Review preliminary future state of innovation at MWA
- 2 Discuss strategic priorities and supporting actions going forward



# MWA Innovation Strategy

## Vision for Innovation at MWA

Promote and cultivate mission-aligned innovation to unlock the full potential of MWA to serve its Wave-Makers, teachers, staff, and community





# Key Innovation Principles

*Synthesized from Discussion with MWA Board and Leadership during March 11 Board Meeting*

## **Innovate in service of the mission**

Any innovation being pursued should be in line with and contribute to the mission of MWA.

## **Balance autonomy with direction**

Autonomy is critical to provide space for innovation but should be balanced with guardrails, guidance, and efforts to build core competencies.

# PRINCIPLES

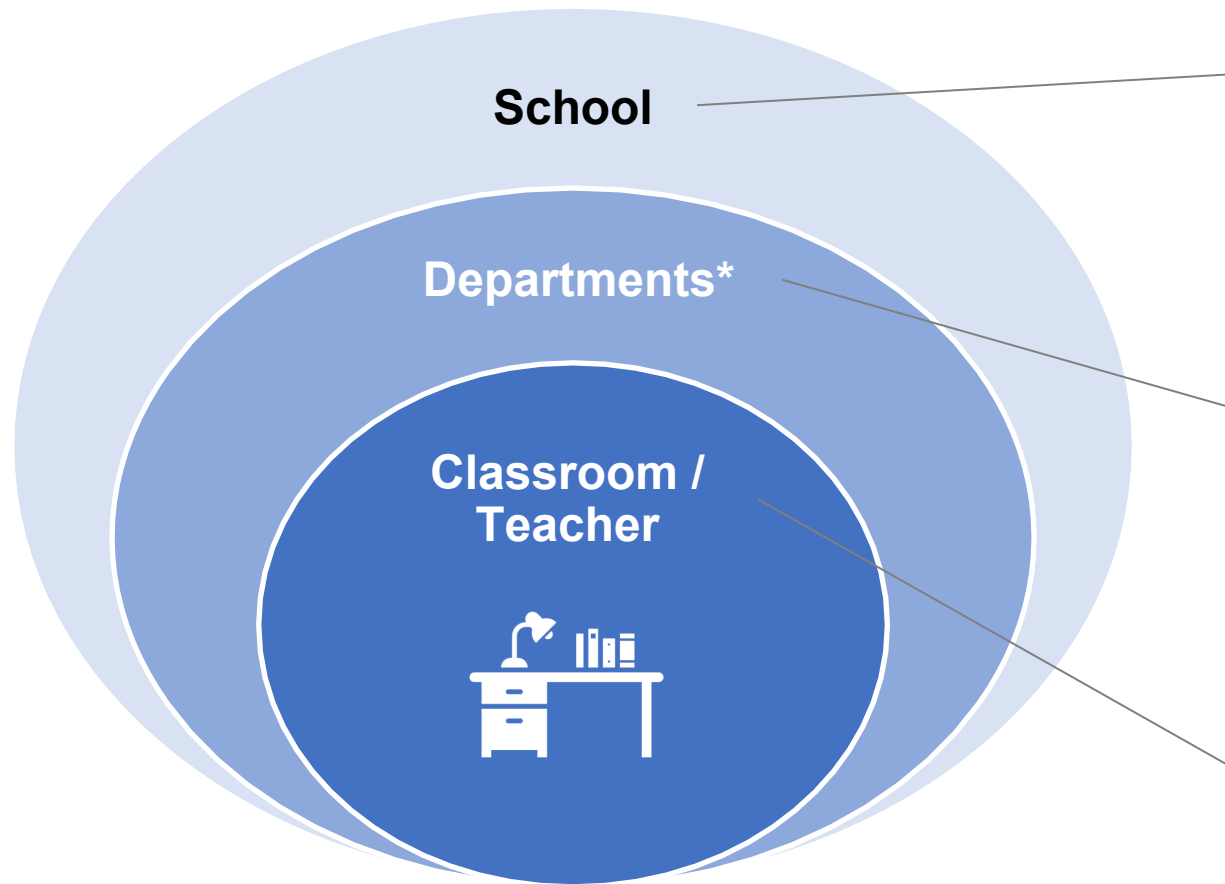
## **Embrace select opportunities for MWA to be cutting-edge**

MWA has achieved and can continue to achieve breakthrough innovation in certain key functions.

## **Recognize innovation as an enabler rather than as an identity**

Innovation should serve as an enabler to continue serving MWA's core mission: educating its Wave-Makers.

# Different Levels of Innovation at MWA



## **Taking on large-scale, school-wide challenges**

Example: innovation challenges inclusive of teachers and staff across MWA focused on school-wide priorities

## **Working within and across departments to innovate**

Example: set-aside time for individual departments to conduct innovation workshops

## **Empowering and guiding day-to-day, grassroots innovation**

Example: continuous improvement of day-to-day teaching to address unsolved challenges (results are then shared with other teachers and leaders)

# Putting the narrative into action: MWA Strategic Innovation Priorities

1

## BUILD SKILL SETS

Offer professional development to develop core innovation competencies and skill sets

### **Success looks like:**

- ✓ Data-driven innovation
- ✓ Organic use of innovation frameworks

2

## STEER INNOVATION

Leverage goals and impact measurement to ensure innovation across MWA is in service of the mission

### **Success looks like:**

- ✓ Simple and transparent success indicators
- ✓ Innovation in service of the mission

3

## INVITE INNOVATION

Design processes to encourage organic innovation in line with MWA's mission, to strengthen trust, and to offer autonomy

### **Success looks like:**

- ✓ Teachers leading day-to-day innovation
- ✓ Organic sharing of best practices

4





## RECOGNIZE SUCCESS

Document and celebrate innovation to share and recognize best practices, lessons learned





### **Success looks like:**

- ✓ Shared central repository with best practices
- ✓ Celebration of new ideas and successes

# Putting the narrative into action: Key Supporting Actions (1/2)

BUILD SKILL SETS	<h3>Skillset Workshops</h3> 	<ul style="list-style-type: none"> <li>• Focus on developing innovation competencies among teachers and staff</li> <li>• Offer workshops on key innovation frameworks (e.g., Agile and Design Thinking) and skills (e.g., Data Analysis)</li> </ul>	<p><b>Key considerations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Include teachers and staff in designing series of workshops that will be most beneficial for them</li> <li><input type="checkbox"/> Align workshop goals with MWA strategic goals</li> <li><input type="checkbox"/> Encourage continued learning between workshops</li> </ul>
	<h3>Data Reviews</h3> 	<ul style="list-style-type: none"> <li>• Continue regular data and technology reviews with teachers and leaders / coaches to provide hands-on mentorship on the use of performance data</li> <li>• Strengthen habits of leveraging data and technological tools in classrooms and MWA overall</li> </ul>	<p><b>Key considerations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Focus on coaching on underlying data and technology fluency skills</li> <li><input type="checkbox"/> Use reviews as guardrail to discuss potential innovations</li> <li><input type="checkbox"/> Tailor session approach to meet each teacher's needs</li> </ul>
STEER INNOVATION	<h3>Goals and Success Indicators</h3> 	<ul style="list-style-type: none"> <li>• Mix of quantitative and qualitative measures to assess impact and ensure projects are in service of the mission</li> <li>• Serves as guidance for teachers to evaluate their own projects</li> </ul>	<p><b>Key considerations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Balance need for measures with scale of innovation (Larger-scale will likely require more indicators)</li> <li><input type="checkbox"/> Define goals and success indicators with teachers/staff</li> <li><input type="checkbox"/> Make indicators transparent, and easy to understand</li> </ul>
	<h3>Design Challenges</h3> 	<ul style="list-style-type: none"> <li>• Cross-functional teams tackle the organization's most strategic, challenging innovation priorities</li> <li>• Can be done as challenges or "hackathon" events during which teams brainstorm solutions, with winning idea(s) moving forward to piloting</li> </ul>	<p><b>Key considerations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Participants opt-in to the challenge (focus on building excitement about the challenge)</li> <li><input type="checkbox"/> Process needs to be well defined for teams, with clear stages and success indicators</li> </ul>

# Putting the narrative into action: Key Supporting Actions (2/2)

INVITE INNOVATION	<b>Communities of Practice</b> 	<ul style="list-style-type: none"> <li>Organize intra- and cross-departmental groups of teachers and staff with shared functions/interests (e.g., content area, grade level, topic of interest)</li> <li>Facilitate monthly sessions to collaboratively reflect, share best practices, improve skills, and innovate</li> </ul>	<b>Key considerations:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Include external perspectives (e.g., Education Twitter Chats)</li> <li><input type="checkbox"/> Empower teachers / staff to lead these groups</li> <li><input type="checkbox"/> Seek out opportunities for groups across Departments</li> </ul>
	<b>Innovation Fellowships</b> 	<ul style="list-style-type: none"> <li>Set aside small pool of funds for teachers and staff to pursue innovation pilots</li> <li>Invite Innovation Fellows to pitch ideas to a committee that awards funds and provides feedback/direction</li> </ul>	<b>Key considerations:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide freedom for teachers and staff to select topics of interest and design their own projects</li> <li><input type="checkbox"/> Provide guidelines for what should be included in a pitch</li> <li><input type="checkbox"/> Pair fellows with a MWA leader as a mentor / coach</li> </ul>
RECOGNIZE SUCCESS	<b>Bright-Spot Repository</b> 	<ul style="list-style-type: none"> <li>Create central repository of learnings from continuous improvement efforts</li> <li>Serves as a source of best practices for all teachers and staff to use to eliminate redundancy in work and celebrate efforts of different teachers and staff</li> </ul>	<b>Key considerations:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Update repository regularly</li> <li><input type="checkbox"/> Make the repository easy to use with same simple templates and highlights on key takeaways</li> <li><input type="checkbox"/> Consider making repository available externally</li> </ul>
	<b>Innovation Spotlight</b> 	<ul style="list-style-type: none"> <li>Spotlight in current communications (i.e. newsletters, blogs, etc.) teachers and staff who are pursuing innovation</li> <li>Share best practices while celebrating teachers and staff to encourage more grassroots innovation</li> </ul>	<b>Key considerations:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Select different channels to celebrate successes (e.g. newsletters, blogs, etc.)</li> <li><input type="checkbox"/> Identify creative ways to celebrate innovation (e.g. peer nominations, annual contest, etc.)</li> </ul>

# Recommended actions going forward

## Short-Term

### **Gather Teacher & Staff Input**

- Provide additional opportunities for staff and teachers to weigh-in on vision, priorities and actions

### **Prioritize Actions Based on Impact, Feasibility**

- Identify top priority actions based on impact on innovation at MWA, feasibility of implementation
- Define work plan going forward with initiatives and owners to implement further innovation at MWA

### **Communicate Priorities and Actions across MWA**

- Develop communication plan to communicate new changes and innovation priorities to staff

## Long-Term

### **Engage Staff and Teachers Regularly on Innovation Culture, Processes at MWA**

- Gather teacher and staff feedback through culture surveys, staff meetings, and more to continually identify pain points and opportunities for improvement

